

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

Planning & Zoning COMMITTEE: 11/15/2022  
DATE  
PUBLIC SESSION: 11/15/2022  
DATE

ITEM (CHECK ONE)  
\_\_\_\_\_ ORDINANCE     RESOLUTION    \_\_\_\_\_ REQUEST FOR PUBLIC HEARING

ITEM DESCRIPTION: Resolution approving the closure of sections of Steele Street and Durham Drive northwest of Coventry Drive, known as case number SAC 22-007

CASE NUMBER: SAC 22-007

LOCATION: 4183 Steele Street (Public intersection of Steele and Coventry Drive to the intersection of Durham Drive and Argonne Street)

COUNCIL DISTRICTS: District 7 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Ampro Industries LLC

REPRESENTATIVES: Andrew Speetjens, Kimley-Horn

REQUEST: Close and vacate sections of Steele Street and Durham Drive northwest of Coventry Drive

AREA: +/- 4.75 acres

RECOMMENDATION: The Division of Planning and Development recommended *Approval with conditions*  
The Land Use Control Board recommended *Approval with conditions*

RECOMMENDED COUNCIL ACTION: **Public Hearing Not Required**  
Hearing – November 15, 2022

**PRIOR ACTION ON ITEM:**

(1) \_\_\_\_\_ APPROVAL - (1) APPROVED (2) DENIED  
10/13/2022 DATE  
(1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION  
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

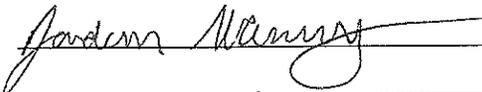
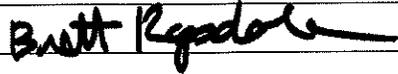
**FUNDING:**

(2) \_\_\_\_\_ REQUIRES CITY EXPENDITURE - (1) YES (2) NO  
\$ \_\_\_\_\_ AMOUNT OF EXPENDITURE  
\$ \_\_\_\_\_ REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

\$ \_\_\_\_\_ OPERATING BUDGET  
\$ \_\_\_\_\_ CIP PROJECT # \_\_\_\_\_  
\$ \_\_\_\_\_ FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

	<u>DATE</u>	<u>POSITION</u>
	<u>11/7/2022</u>	PRINCIPAL PLANNER
_____	_____	DEPUTY ADMINISTRATOR
	<u>11/7/2022</u>	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY
_____	_____	<b>CHIEF ADMINISTRATIVE OFFICER</b>
_____	_____	<b>COMMITTEE CHAIRMAN</b>



## Memphis City Council Summary Sheet

### SAC 22-007

RESOLUTION APPROVING THE CLOSURE OF SECTIONS OF STEELE STREET AND DURHAM DRIVE NORTHWEST OF COVENTRY DRIVE, KNOWN AS CASE NUMBER SAC 22-007

- This item is a resolution with conditions to allow the above; and
- This item may require a new public improvement contract.

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, October 13, 2022**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** SAC 22-007

**LOCATION:** 4183 Steele St (Public intersection of Steel and Coventry Drive to the intersection of Durham Drive and Argonne Street)

**COUNCIL DISTRICT(S):** District 7, Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Ampro Industries LLC

**REPRESENTATIVE:** Andrew Speetjens, Kimley-Horn

**REQUEST:** Close and vacate sections of Steele Street and Durham Drive northwest of Coventry Dr.

**EXISTING ZONING:** Employment District (EMP)

**AREA:** +/- 4.75 acres

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**The following spoke in support of the application:** None

**The following spoke in opposition of the application:** None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions of the application.

**The motion passed by a unanimous vote of 10-0 on the consent agenda.**

Respectfully,



Jordan McKenzie  
Principal Planner  
Land Use and Development Services  
Division of Planning and Development

Cc: Committee Members  
File

**SAC 22-007**  
**CONDITIONS**

1. Provide easements for existing sanitary sewers, drainage facilities, and other utilities or relocate at developer's expense.
2. A City sanitary sewer exists in both Steele Street and Durham Drive. A 15 ft sewer easement will be required to protect the existing sewer or a curb to curb "utility easement" can be established to cover the sewer line and any other existing utilities.
3. 3. The applicant shall provide for the construction of curb, gutter and sidewalk across the closure as required by the City Engineer. If the City Engineer approves access, the applicant shall construct a City Standard curb cut across the closure, all to the satisfaction of the City Engineer, and at the applicant's expense. The applicant shall enter into a Standard Improvement Contract or obtain a curb cut permit from the City Engineer to cover the above required construction work.
4. The applicant shall comply with all conditions of the closure within three years of the conditional approval of the closure by the Council of the City of Memphis.
5. Adequate queuing spaces in accordance with section 4.4.8 of the UDC shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
6. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.
7. Must reflect ownership of all lots adjacent to the closure areas.
8. Must provide documentation of grantee of property contained within the closure area





## RESOLUTION

### **RESOLUTION APPROVING THE VACATION AND CLOSURE OF PORTIONS OF STEELE STREET (80-FOOT-WIDE R.O.W) AND JEFFERSON AVENUE, AND A PORTION OF DURHAM DRIVE (60-FOOT-WIDE R.O.W), KNOWN AS CASE NUMBER SAC 22-007**

**WHEREAS**, the City of Memphis is the owner of real property known as portions of Steele Street (80-FOOT WIDE R.O.W) and Jefferson Avenue, and a portion of Durham Drive (60-FOOT WIDE R.O.W.) in Memphis, Tennessee and being more particularly described as follows:

COMMENCING AT ¼" IRON PIN FOUND AT THE SOUTHEAST CORNER OF IDL-2, LLC PROPERTY (INSTURMENT #17131737) ON THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE) BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: NORTH 34 DEGREES 00 MINUTES 56 SECONDS EAST 125.20 FEET TO A 3/8" IRON PIN FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 443.52 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 41 MINUTES 03 SECONDS EAST, AND A CHORD LENGTH OF 431.16 FEET TO A ½" IRON PIN SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 378.78 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 37 MINUTES 55 SECONDS EAST, AND A CHORD LENGTH OF 368.17 FEET TO A ½" IRON PIN SET; THENCE NORTH 34 DEGREES 07 MINUTES 35 SECONDS EAST 528.87 FEET TO A ½" IRON PIN FOUND; THENCE NORTH 34 DEGREES 07 MINUTES 40 SECONDS EAST 500.02 FEET TO A ½" IRON PIN SET ON THE SOUTHERN BOUNDARY OF BICO ASSOCIATES PROPERTY (INSTRUMNET # S70944); THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET SOUTH 55 DEGREES 52 MINUTES 22 SECONDS EAST 80.00 FEET TO THE EASTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN SOUTH 34 DEGREES 07 MINUTES 40 SECONDS WEST 440.09 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 47.02 FEET, A RADIUS OF 29.83 FEET, A CHORD BEARING OF SOUTH 10 DEGREES 55 MINUTES 02 SECONDS EAST, AND A CHORD LENGTH OF 42.30 FEET TO THE NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN SOUTH 55 DEGREES 52 MINUTES 22 SECONDS EAST 506.00 FEET TO THE SOUTHWEST CORNER OF GREENDALE HOLDING, LLC PROPERTY (INSTRUMENT # 21061862); THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE RUN ACROSS DURHAM DRIVE SOUTH 34 DEGREES 07 MINUTES 38 SECONDS WEST 60.00 FEET TO THE SOUTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) AND THE NORTHWEST CORNER OF EZELL PROPERTY (INSTRUMENT #EU6011); THENCE RUN NORTH 55 DEGREES 52 MINUTES 22 SECONDS WEST 506.00 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 47.02 FEET, A RADIUS OF 29.83 FEET, A CHORD BEARING OF SOUTH 79 DEGREES 10 MINUTES 20 SECONDS WEST, AND A CHORD LENGTH OF 42.30 FEET TO THE EASTERN RIGHT-OF-WAY OF STEELE STREET RUN THE FOLLOWING CALLS: SOUTH 34 DEGREES 07 MINUTES 35 SECONDS WEST 468.97 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 444.59 FEET, A RADIUS OF 539.99 FEET, A CHORD BEARING OF SOUTH 57

DEGREES 38 MINUTES 05 SECONDS WEST, AND A CHORD LENGTH OF 432.14 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 377.72 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 41 MINUTES 24 SECONDS WEST, AND A CHORD LENGTH OF 367.20 FEET; THENCE SOUTH 34 DEGREES 00 MINUTES 56 SECONDS WEST 237.83 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 64.09 FEET, A RADIUS OF 29.96 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 07 MINUTES 21 SECONDS EAST, AND A CHORD LENGTH OF 52.55 FEET TO THE NORTHERN RIGHT-OF-WAY OF COVENTRY DRIVE (30 FEET FROM CENTERLINE); THENCE LEAVING SAID NORTHERN RIGHT OF WAY OF COVENTRY DRIVE RUN ACROSS STEELE DRIVE NORTH 88 DEGREES 15 MINUTES 22 SECONDS WEST 149.04 FEET TO THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FRM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 34 DEGREES 00 MINUTES 56 SECONDS EAST 217.52 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 4.75 ACRES.

**WHEREAS**, the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and desires to close the hereinabove described public right-of-way and it is deemed to be in the best interest of the City of Memphis that said public right-of-way be vacated, and revert to the abutting property owner(s); and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on October 13, 2022, and said Board has submitted its findings and recommendation to the Council of the City of Memphis subject to the following conditions:

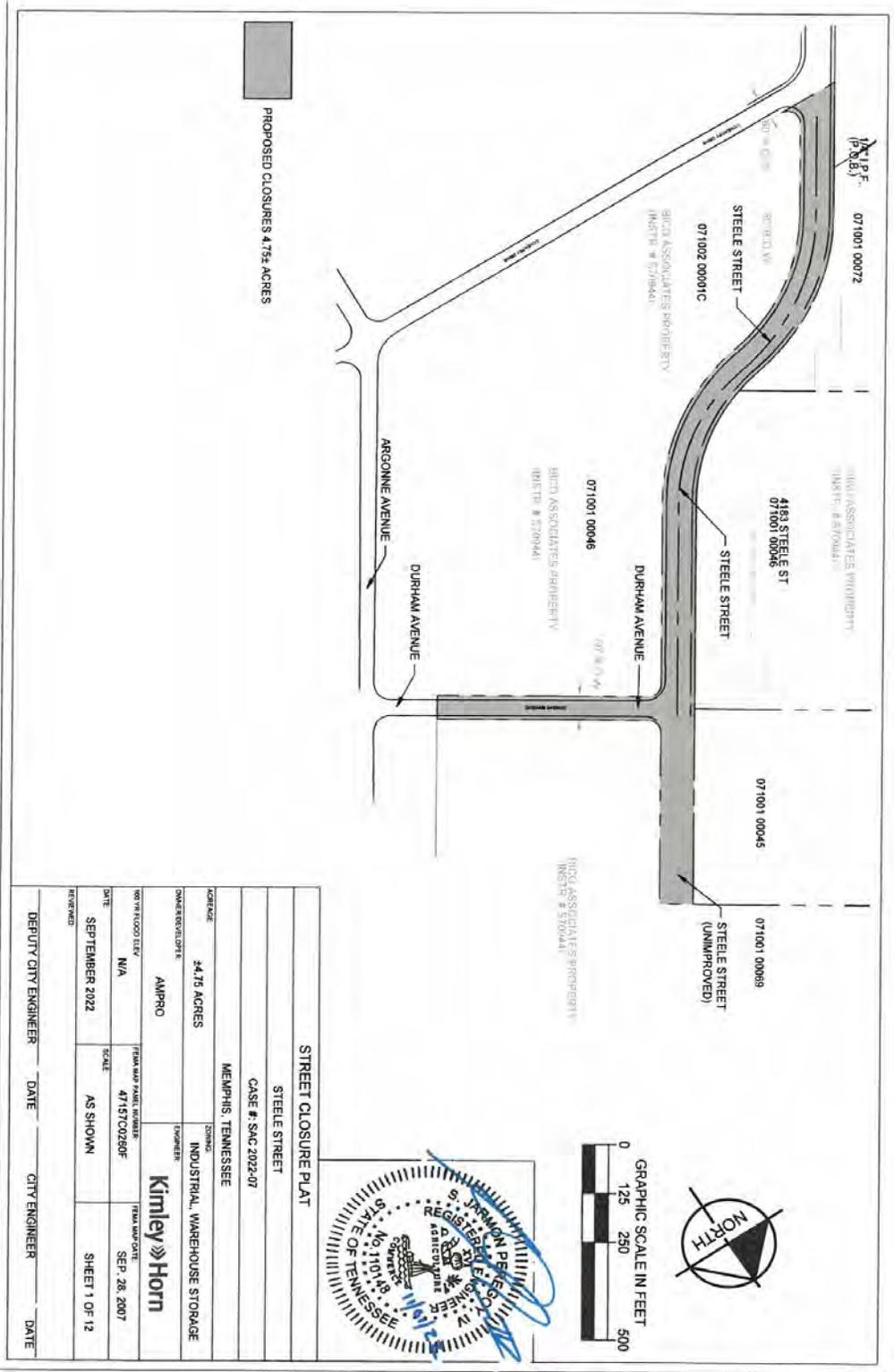
1. Provide easements for existing sanitary sewers, drainage facilities, and other utilities or relocate at developer's expense.
2. A City sanitary sewer exists in both Steele Street and Durham Drive. A 15 ft sewer easement will be required to protect the existing sewer or a curb to curb "utility easement" can be established to cover the sewer line and any other existing utilities.
3. The applicant shall provide for the construction of curb, gutter and sidewalk across the closure as required by the City Engineer. If the City Engineer approves access, the applicant shall construct a City Standard curb cut across the closure, all to the satisfaction of the City Engineer, and at the applicant's expense. The applicant shall enter into a Standard Improvement Contract or obtain a curb cut permit from the City Engineer to cover the above required construction work.
4. The applicant shall comply with all conditions of the closure within three years of the conditional approval of the closure by the Council of the City of Memphis.

5. Adequate queuing spaces in accordance with section 4.4.8 of the UDC shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
6. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.
7. Must reflect ownership of all lots adjacent to the closure areas.
8. Must provide documentation of grantee of property contained within the closure area.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Memphis that the above-described public right-of-way be and is hereby closed for public use, subject to the aforementioned conditions.

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to execute all Quitclaim Deed(s) to the owners of the properties abutting on the above described public right-of-way, said Deeds not to be delivered until the conditions herein stated have been met by applicant.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to the Lawyers Title Insurance Company, the Memphis Title Company, the Chicago Title Company, the Security Title Company and the Shelby County Property Assessor's Office.



PROPOSED CLOSURES 4.75 ACRES

**STREET CLOSURE PLAT**

STEELE STREET		CASE #: SAC 2022-07	
MEMPHIS, TENNESSEE		MEMPHIS, TENNESSEE	
ACREAGE	4.75 ACRES	ISSUED	INDUSTRIAL WAREHOUSE STORAGE
OWNER/DEVELOPER	AMPRO	ENGINEER	<b>Kimley  Horn</b>
NO. OF FLOOD FEET	N/A	FROM MAP DATE	SEP. 28, 2007
DATE	SEPTEMBER 2022	SCALE	AS SHOWN
REVIEWED		SHEET 1 OF 12	
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER	DATE



**AGENDA ITEM:** 13

**CASE NUMBER:** SAC 2022-007 **L.U.C.B. MEETING:** October 13, 2022

**LOCATION:** 4183 Steele St (Public intersection of Steel and Coventry Drive to the intersection of Durham Drive and Argonne Street)

**COUNCIL DISTRICT:** District 7 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Ampro Industries LLC

**REPRESENTATIVE:** Andrew Speetjens, Kimley-Horn

**REQUEST:** Close and vacate sections of Steele Street and Durham Drive northwest of Coventry Dr.

**AREA:** +/- 4.75 acres

**EXISTING ZONING:** Employment District (EMP)

## CONCLUSIONS

1. The applicant is seeking to close and vacate sections of Steele Street and Durham Drive northwest of Coventry Dr.
2. The applicant is seeking the closure to ensure more safety and well-being for its employee's and its property by eliminating the illegal dumping and reducing criminal activity along those sections of right-of-way.
3. The closure of the subject right-of-way would not have any undue or substantial effect upon the existing vehicular and pedestrian traffic flow of the surrounding area

## CONSISTENCY WITH MEMPHIS 3.0

No comments were received regarding Memphis 3.0 Consistency

## RECOMMENDATION

*Approval with conditions*

**GENERAL INFORMATION**

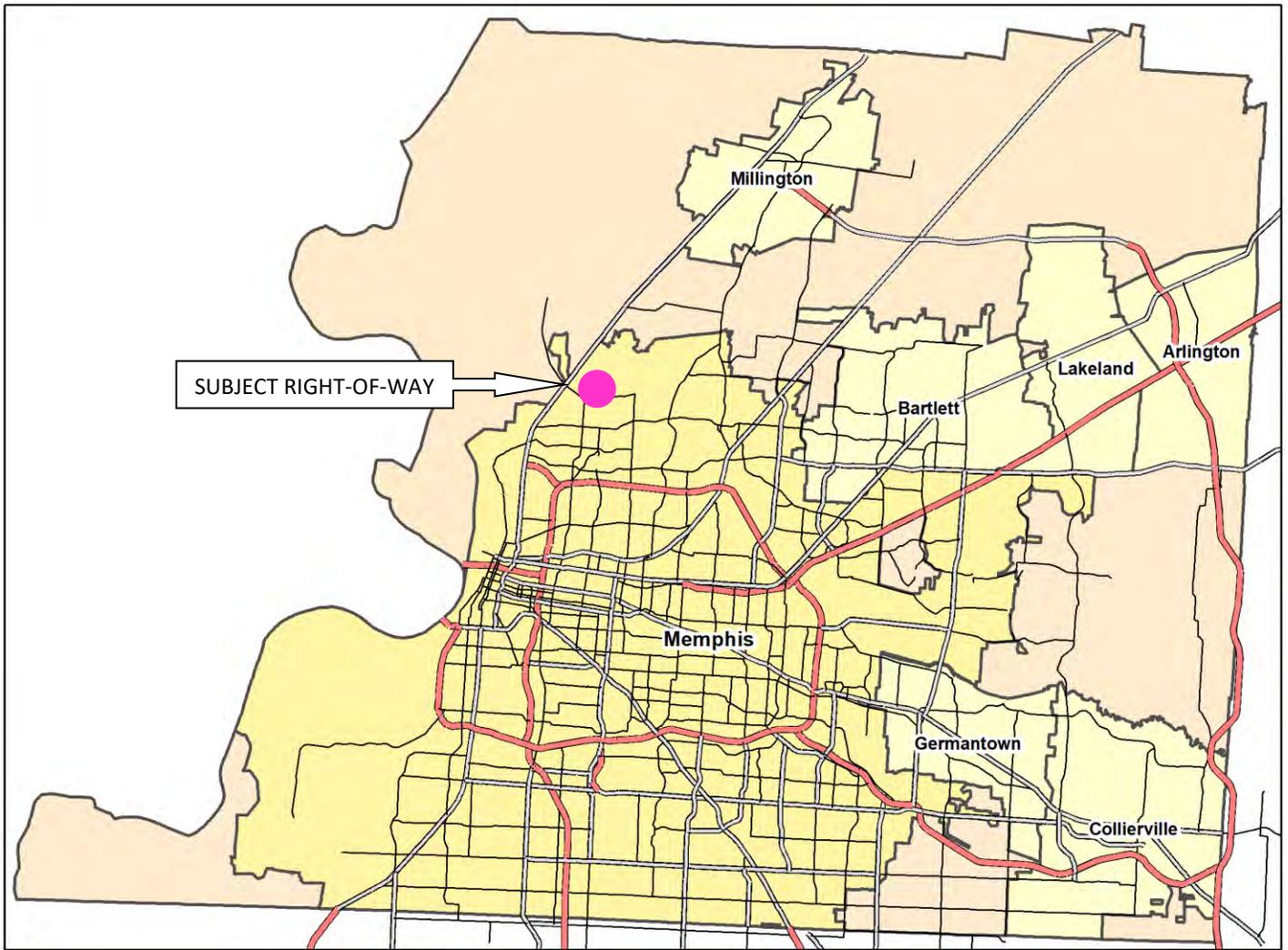
**Zoning Atlas Page:** 1630 & 1635

**Existing Zoning:** Employment District (EMP)

**PUBLIC NOTICE**

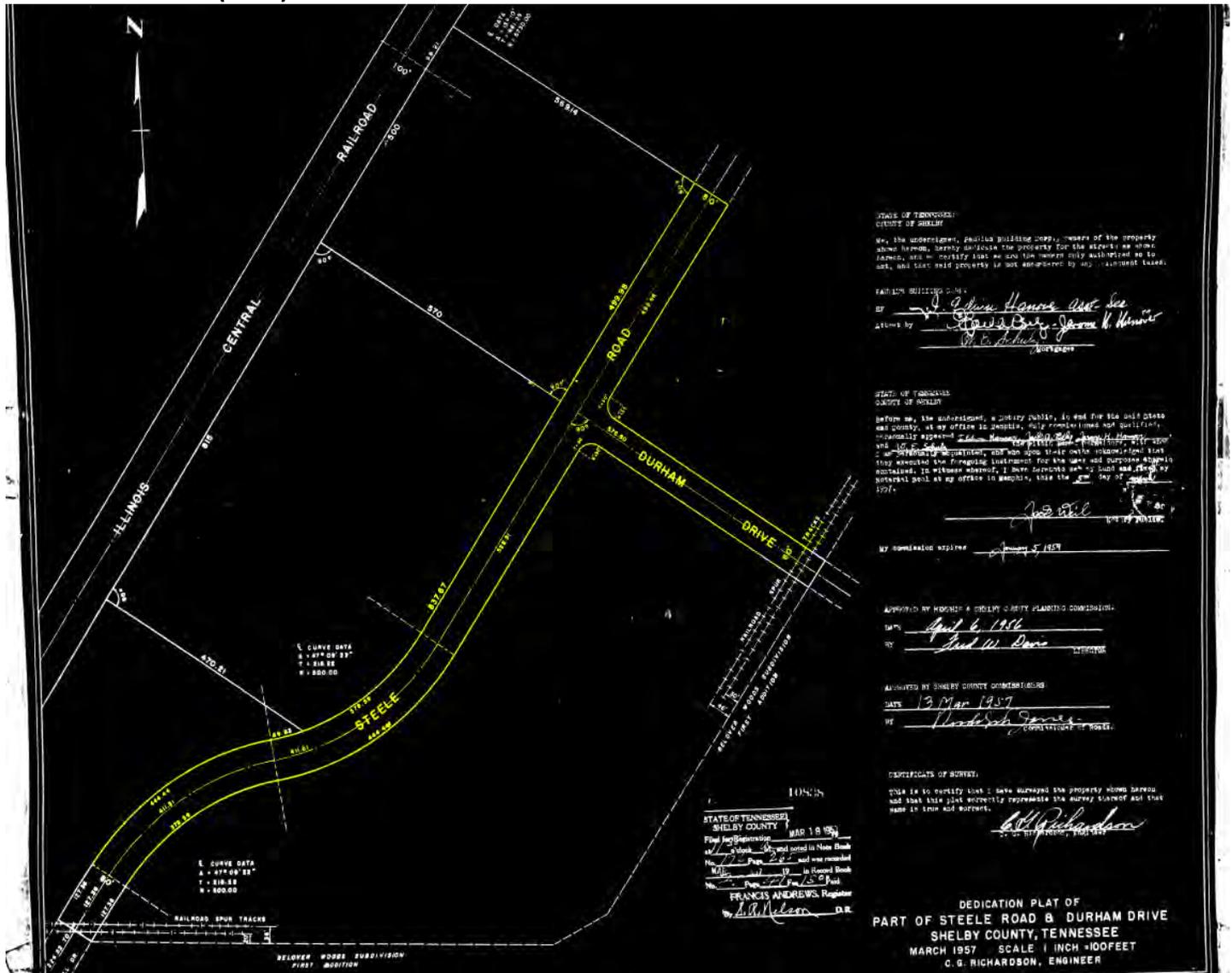
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of **121** notices were mailed on **September 23, 2022**, and a total of 2 signs posted on each end of the right-of-way to be closed and vacated. The sign affidavit has been added to this report.

**LOCATION MAP**



Subject right-of-way located within the pink circle, the rear of the Belover Woods Subdivision

DEDICATION PLAT (1957)



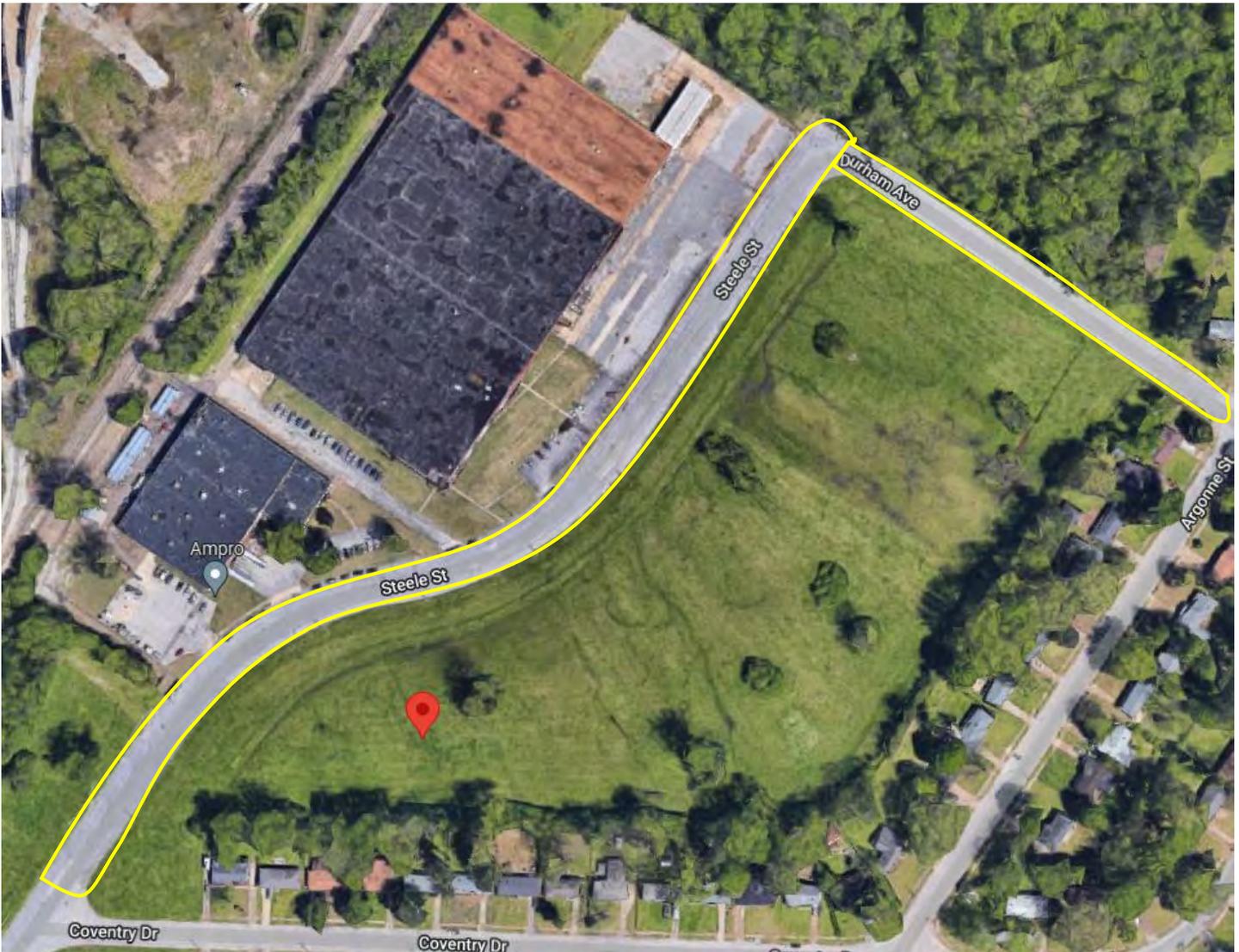
Subject right-of-way highlighted in yellow

VICINITY MAP



Subject right-of-way highlighted in yellow

**AERIAL**



Subject right-of-way outlined in yellow, imagery from 2022

**ZONING MAP**



Subject right-of-way highlighted in yellow

**Existing Zoning:** Employment District (EMP)

**Surrounding Zoning**

**North:** Employment District (EMP) and BOA 2014-13

**East:** Residential Single Family 6 (R6)

**South:** Residential Single Family 6 (R6), Residential Urban 1 (RU 1), Commercial Mixed Use 1 (CMU-1)

**West:** Employment District (EMP)

LAND USE MAP



Subject right-of-way outlined in orange

**SITE PHOTOS**



View of access point to the subject right-of-way from Steele Street looking east



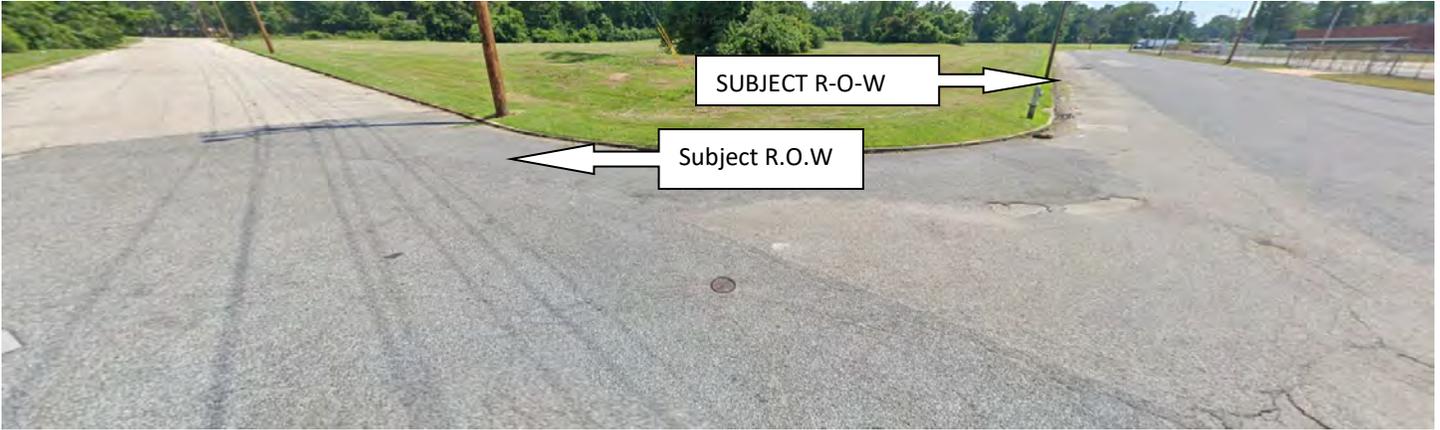
View of access point/ intersection of Steele Street and Durham Avenue looking south



View of access point/ intersection of Durham Avenue and Steele Street looking west

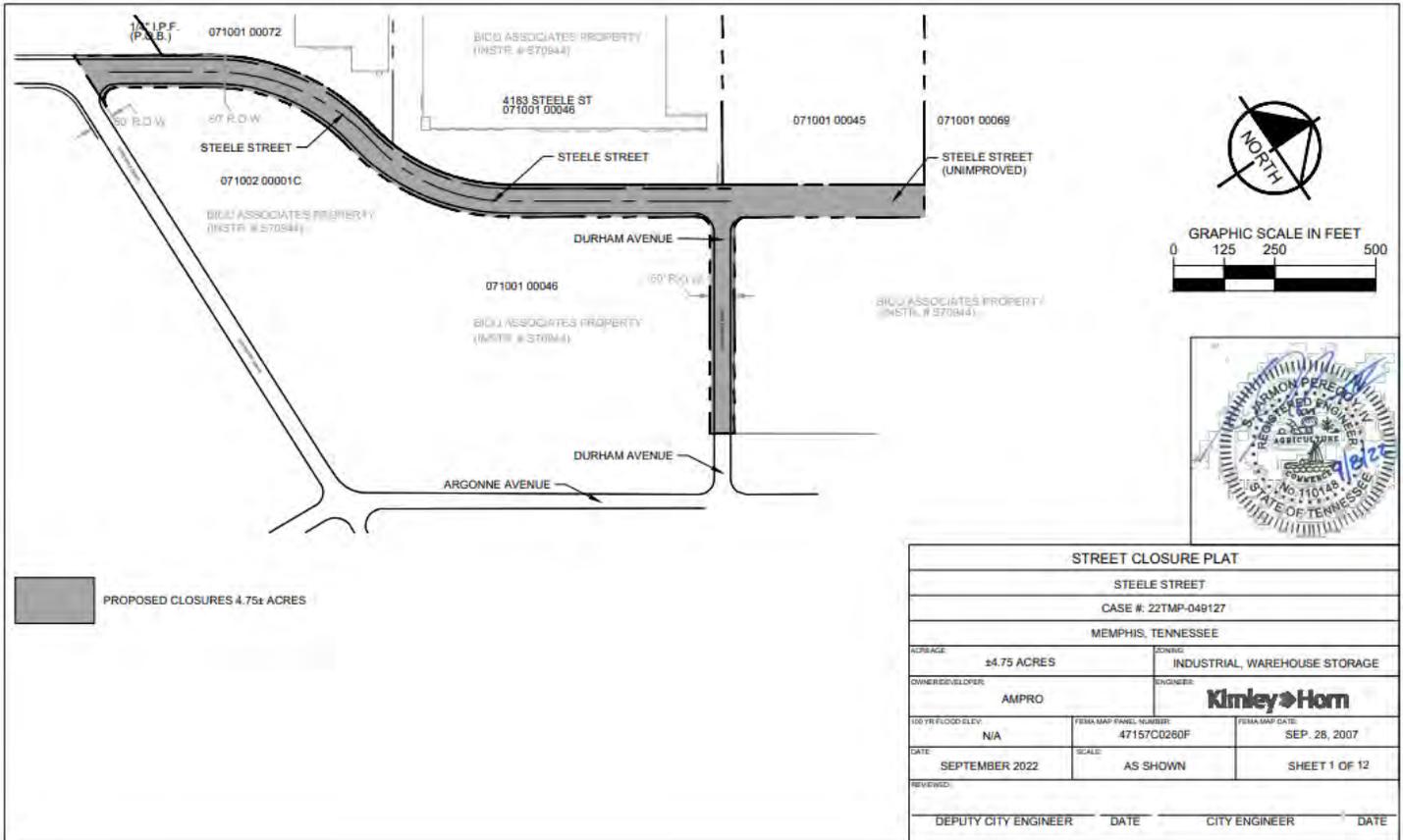


View of access point Durham Avenue from Argonne Street looking North



View from the intersection of Durham Avenue and Steele Street

**RIGHT-OF-WAY VACATION PLAT**



<b>STREET CLOSURE PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACRESAGE	±4.75 ACRES	USING
		INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER	AMPRO	ENGINEER
		<b>Kimley-Horn</b>
100 YR FLOOD ELEV.	FEMA MAP PANEL NUMBER	FEMA MAP DATE
N/A	47157C0260F	SEP. 26, 2007
DATE	SCALE	SHEET 1 OF 12
SEPTEMBER 2022	AS SHOWN	
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE

**LEGAL DESCRIPTION**

**ROAD CLOSURE LEGAL DESCRIPTION**

4.75 ACRES, LOCATED IN SHELBY COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/4" IRON PIN FOUND AT THE SOUTHEAST CORNER OF IDL-2, LLC PROPERTY (INSTRUMENT # 17131737) ON THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE) BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION, THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: NORTH 34 DEGREES 00 MINUTES 54 SECONDS EAST 125.20 FEET TO A 3/4" IRON PIN FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 443.52 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 41 MINUTES 02 SECONDS EAST, AND A CHORD LENGTH OF 431.16 FEET TO A 1/2" IRON PIN SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 378.78 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 37 MINUTES 54 SECONDS EAST, AND A CHORD LENGTH OF 368.17 FEET TO A 1/2" IRON PIN SET; THENCE NORTH 34 DEGREES 07 MINUTES 34 SECONDS EAST 558.92 FEET; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET AND WITH THE NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) SOUTH 55 DEGREES 52 MINUTES 23 SECONDS EAST 615.93 FEET TO THE SOUTHWEST CORNER OF GREENDALE HOLDING, LLC PROPERTY (INSTRUMENT # 21061862); THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE RUNACROSS DURHAM DRIVE SOUTH 34 DEGREES 07 MINUTES 37 SECONDS WEST 60.00 FEET TO THE SOUTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) AND THE NORTHWEST CORNER OF EZELL PROPERTY (INSTRUMENT # EU6011); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 55 DEGREES 52 MINUTES 23 SECONDS WEST 506.00 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 47.02 FEET, A RADIUS OF 30.00 FEET, A CHORD BEARING OF SOUTH 79 DEGREES 10 MINUTES 18 SECONDS WEST, AND A CHORD LENGTH OF 42.30 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: SOUTH 34 DEGREES 07 MINUTES 34 SECONDS WEST 468.97 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 444.59 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 38 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 432.14 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 377.72 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 41 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 367.20 FEET; THENCE SOUTH 34 DEGREES 00 MINUTES 54 SECONDS WEST 237.83 FEET; THENCE LEAVING SAID EASTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET NORTH 88 DEGREES 15 MINUTES 24 SECONDS WEST 94.62 FEET TO THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 34 DEGREES 00 MINUTES 54 SECONDS EAST 163.24 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 4.75 ACRES.

PROPERTY IS SUBJECT TO RIGHT-OF-WAYS AND EASEMENTS OF RECORD



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	29.96'	64.09'	S27°07'21"E	52.55'	122°34'03"	54.68'
C2	540.00'	443.52'	N57°41'03"E	431.16'	47°03'32"	235.13'
C3	460.00'	378.78'	N57°37'55"E	368.17'	47°10'48"	200.87'
C4	29.83'	47.02'	S10°55'02"E	42.30'	90°18'29"	29.99'
C5	29.83'	47.02'	S79°10'20"W	42.30'	90°18'38"	29.99'
C6	539.99'	444.59'	S57°38'05"W	432.14'	47°10'24"	235.77'
C7	460.00'	377.72'	S57°41'24"W	367.20'	47°02'51"	200.24'

<b>STREET CLOSURE PLAT</b>		
STEELE STREET		
CASE # 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE: 4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE	
OWNER/DEVELOPER: AMPRO	ENGINEER: <b>Kimley-Horn</b>	
TYP. TR. FLOOD ELEV.: N/A	FEMA MAP PANEL NUMBER: 47157C0260F	FEMA MAP DATE: SEP. 28, 2007
DATE: SEPTEMBER 2022	SCALE: AS SHOWN	SHEET 6 OF 12
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER DATE

## **STAFF ANALYSIS**

### **Request and Reason**

The application and letter of intent have been added to this report.

The request is to close and vacate right-of-way of an eastern most portion of Steele Street and the northern most portion of Durham Avenue and the intersection of the two streets. The reason for the request is for the safety and well-being of the applicant's employees against criminal activity and to eliminate illegal dumping.

### **Site Description**

The subject right-of-way is +/- 80-foot wide along the steel street portion and +/- 60 foot wide along Durham Avenue portion, with a total of 2733 linear feet and a total area of +/-4.75 acres between Steele and Durham which starts at the intersection of Coventry Drive and Steele Street and ends at the intersection of Durham Avenue and Argonne Street. The subject right-of-way is located along several parcels (071001 00046, 071001 00072, 071002 00001C and 071001 00069) all owned by Ampro Industries.

### **Conclusions**

The applicant is seeking to close and vacate sections of Steele Street and Durham Drive northwest of Coventry Dr.

The applicant is seeking the closure to ensure more safety and well-being for its employee's and its property by eliminating the illegal dumping and reducing criminal activity along those sections of right-of-way.

The closure of the subject right-of-way would not have any undue or substantial effect upon the existing vehicular and pedestrian traffic flow of the surrounding area.

## **RECOMMENDATION**

Staff recommends approval with conditions.

### **Conditions**

1. Provide easements for existing sanitary sewers, drainage facilities, and other utilities or relocate at developer's expense.
2. A City sanitary sewer exists in both Steele Street and Durham Drive. A 15 ft sewer easement will be required to protect the existing sewer or a curb to curb "utility easement" can be established to cover the sewer line and any other existing utilities.
3. The applicant shall provide for the construction of curb, gutter and sidewalk across the closure as required by the City Engineer. If the City Engineer approves access, the applicant shall construct a City Standard curb cut across the closure, all to the satisfaction of the City Engineer, and at the applicant's expense. The applicant shall enter into a Standard Improvement Contract or obtain a curb cut permit from the City Engineer to cover the above required construction work.

4. The applicant shall comply with all conditions of the closure within three years of the conditional approval of the closure by the Council of the City of Memphis.
5. Adequate queuing spaces in accordance with section 4.4.8 of the UDC shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
6. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.
7. Must reflect ownership of all lots adjacent to the closure areas.
8. Must provide documentation of grantee of property contained within the closure area.

## DEPARTMENTAL COMMENTS

The following comments were provided by agencies to which this application was referred:

### **City/County Engineer:**

Standard Subdivision Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

### Street Closures:

1. Provide easements for existing sanitary sewers, drainage facilities and other utilities or relocate at developer's expense.
2. A City sanitary sewer exists in both Steele Street and Durham Drive. A 15 ft sewer easement will be required to protect the existing sewer or a curb to curb "utility easement" can be established to cover the sewer line and any other existing utilities.
3. The applicant shall provide for the construction of curb, gutter and sidewalk across the closure as required by the City Engineer. If the City Engineer approves access, the applicant shall construct a City Standard curb cut across the closure, all to the satisfaction of the City Engineer, and at the applicant's expense. The applicant shall enter into a Standard Improvement Contract or obtain a Right of Way permit from the City Engineer to cover the above required construction work.
4. The applicant shall comply with all conditions of the closure within 3 years of the conditional approval of the closure by the City Council.
5. Adequate queuing spaces in accordance with section 4.4.8 of the UDC shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
6. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.
7. Must reflect ownership of all lots adjacent to the closure areas.
8. Must provide documentation of grantee of property contained within the closure area.

### **City/County Fire Division:**

- Portions of Steele and Durham are required for fire apparatus access and shall continue to be maintained in accordance with section 503. Where security gates are installed that affect required fire apparatus access roads, they shall comply with section 503.6 (as amended).
- Existing fire protection water supplies (including fire hydrants) shall be maintained in accordance with section 507.

<b>City Real Estate:</b>	No comments received.
<b>City/County Health Department:</b>	No comments received.
<b>Shelby County Schools:</b>	No comments received.
<b>Construction Code Enforcement:</b>	No comments received.
<b>Memphis Light, Gas and Water:</b>	No comments received.
<b>Office of Sustainability and Resilience:</b>	No comments received.
<b>Office of Comprehensive Planning:</b>	No comments received.

LETTER OF INTENT



September 9, 2022

Mr. Jeffery Penzes  
Memphis and Shelby County Division of Planning and Development  
City Hall, 125 North Main Street, Suite 468  
Memphis, Tennessee 38103

**RE: Letter of Intent**  
**Ampro Industries, Inc. – Application for Street Closure Approval**

Dear Mr. Penzes:

On behalf of the applicant, Ampro Industries, LLC, we are submitting the accompanied application for consideration by the Division of Planning and Development for a physical closure of the portion of right-of-way located at the intersection of Steele Street and Durham Avenue.

Ampro Industries, Inc. hopes to close the portion of these streets in front of their facilities in order to ensure the safety of their employees. Currently, this area is subject to frequent high speed drag racing and excessive littering. Closing the proposed portions of Steele Street and Durham Avenue would significantly improve the safety of workers leaving late in the day or at night. Belz Enterprises also owns property on the portion of road in question, and have had a good relationship with Ampro by selling land to Ampro and helping them develop their property. They also support the proposed right of way vacation.

If you have any questions regarding our application, please do not hesitate to contact our office with any questions.

Sincerely,

**Andrew Speetjens | Analyst**  
**Kimley-Horn** | 6750 Poplar Ave, Suite 600, Memphis TN 38138

Direct: 901 701 1370 | Mobile: 601 750 4945

**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I, BENJAMIN SHANE, being duly sworn, depose and say that at 4:00 am/pm on the 27 day of September, 2022, I posted 2 Public Notice Sign(s) pertaining to Case No. SAC 2022-007 at 4171 STEELE Street, providing notice of a Public Hearing before the (check one):

- Land Use Control Board
- Board of Adjustment
- Memphis City Council
- Shelby County Board of Commissioners

for consideration of a proposed land use action, a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

BENJAMIN SHANE  
Owner, Applicant or Representative

9/27/2022  
Date

Subscribed and sworn to before me this 27 day of September, 2022.

Angela Jacobs  
Notary Public

My commission expires: 2/2/26



**LETTERS RECEIVED**

One letter opposition, which was a petition of 16 signatures from the neighborhood, was received at the time of completion of this report and have subsequently been attached.

Petition Opposing Case # 2022-07  
Coventry Dr Residents vs Ampro Industries LLC  
We, the Residents of Coventry Drive, are against the plans to close and vacate sections of  
Steele Street and Durham Dr.

We cannot quantify the negative impact that will be imposed on the residents who reside on Coventry Dr between Steele and Argonne. The proposed plans will divert vehicles through our residential street. Our neighborhood street is designed for relatively uniform low volume traffic. The families with young children as well as older residents who have resided on Coventry Dr for more than 4 decades will mostly be affected by the increase of traffic and unsafe drivers. The section of the proposed closure is known for drag racing, performing donuts, burn-outs and etc. These drivers may be rerouted to Coventry Dr endangering the children at the school bus stop or playing in their front yards and the elderly taking their daily walks. Lastly, I suggest speed bumps and blue light police cameras be installed, if the request from Ampro is granted.

Name	Address	Signature	Date
Betty Hobson	1884 Coventry Dr	Betty Hobson	9/29/22
Karenna Wren	1887 COVENTRY DR	Karenna Wren	9/29/22
Joseph Siga	1872 Coventry Dr	Joseph Siga	9/29/22
Vanika Scott	1879 Coventry Dr	Vanika Scott	9/29/22
Chanelle Williams	1873 Coventry Dr	Chanelle Williams	9/29/22
Viviana Coleman	1895 Coventry Dr	Viviana Coleman	9/30/22
Tyrone Cain	1856 Coventry Dr	Tyrone Cain	9/30/22
James Wilson	1848 Coventry Dr	James Wilson	9/30/22
W. D. [unclear]	1814 " "	W. D. [unclear]	9/30/22
LEONARD Hill	1842 Coventry Dr	Leonard Hill	10/1/22
John Gordon	1834 Coventry	John Gordon	10/1/22
CLIFFORD Gross	1837 COVENTRY	Clifford A Gross	10/1/22
GEORGE ALLEN	1820 COVENTRY DR.	George Allen	10/1/22
JAMES D GARY	1531 COVENTRY DR.	James D Gary	10/1/22
Claudia [unclear]	1815 Coventry Dr	Claudia [unclear]	10-1-22
Debra Hall	1804 Coventry Dr	Debra Hall	10-1-2022



## Record Summary for Street and Alley Closure (Right of Way Vacation)

### Record Detail Information

Record Type: Street and Alley Closure (Right of Way Vacation)

Record Status: Assignment

Opened Date: September 8, 2022

Record Number: SAC 2022-007

Expiration Date:

Record Name: Steele St and Durham Ave

Description of Work: All of the properties adjacent to the proposed street closure belong to two property owners, and are seeking to ensure the safety of employees and property owners on Steele Street and Durham Avenue.

Parent Record Number:

---

### Address:

### Owner Information

Primary Owner Name

N

Owner Address

Owner Phone

---

### Data Fields

#### PREAPPLICATION MEETING

Name of DPD Planner

Jeffery Penzes

Date of Meeting

08/09/2022

#### GENERAL INFORMATION

Name of Street where closure will begin

Intersection of Steele St and Coventry Drive



---

Property Address: 0 Steele Street  
Property Owner Name: CHMJ-R LLC  
Mailing Address (if different than property address): 7152 Bell Manor CV, Germantown, TN 38139-1900  
Note: Parcel ID: 071001 00045  
  
6.55 acre property North of the intersection of Steele Street and Durham Drive

---

Property Address: 0 Overton Crossing Street  
Property Owner Name: Bico Associates  
Mailing Address (if different than property address): 7152 Bell Manor CV, Germantown, TN 38139-1900  
Note: Parcel ID: 071001 00069  
  
45.6 acre property located Northeast of Durham Rd and Southwest of Overton Crossing Street

---

Property Address: 0 Steele Street  
Property Owner Name: C & H Enterprises VI  
Mailing Address (if different than property address): 7152 Bell Manor CV, Germantown, TN 38138-1900  
Note: Parcel ID: 071002 00001C  
  
15.5 acre property located South of the intersection of Steele St and Durham Dr

---

Property Address: 0 Steele Street  
Property Owner Name: CHMJ-R LLC  
Mailing Address (if different than property address): 7152 Bell Manor CV, Germantown, TN 38139-1900  
Note: Parcel ID: 071001 00071  
  
2.714 acre property located northwest of the intersection of Steele St and Coventry Dr

---

## Contact Information

**Name**  
KIMLEY-HORN  
**Address**

**Contact Type**  
APPLICANT

**Phone**

(901)378-0105

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1412584	Right of Way Vacation/Closure Fee	1	400.00	INVOICED	0.00	09/08/2022
1412584	Credit Card Use Fee (.026 x fee)	1	10.40	INVOICED	0.00	09/08/2022

Total Fee Invoiced: \$410.40

Total Balance: \$0.00

---

**Payment Information**

Payment Amount	Method of Payment
\$410.40	Credit Card



September 8, 2022

Mr. Jeffery Penzes  
Memphis and Shelby County Construction Code Enforcement  
City Hall, 125 North Main Street, Suite 468  
Memphis, Tennessee 38103

**RE:   Owner Affidavit**  
**Ampro Industries, Inc.**  
**4183 Steele St**  
**Memphis, TN 38127**

Dear Mr. Penzes:

The Owner Affidavits will be submitted at a latter date or upon request.

If you have any questions regarding our application, please do not hesitate to contact our office with any questions.

Sincerely,

**Andrew Speetjens | Analyst**

**Kimley-Horn** | 6750 Poplar Ave, Suite 600, Memphis TN 38138

Direct: 901 701 1370 | Mobile: 601 750 4945



September 9, 2022

Mr. Jeffery Penzes  
Memphis and Shelby County Division of Planning and Development  
City Hall, 125 North Main Street, Suite 468  
Memphis, Tennessee 38103

**RE: Letter of Intent  
Ampro Industries, Inc. – Application for Street Closure Approval**

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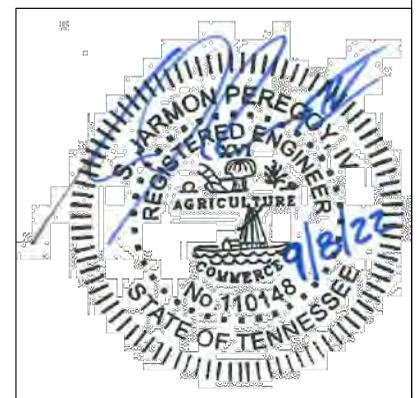
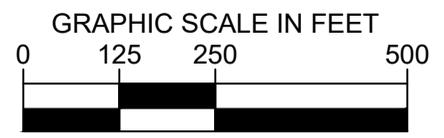
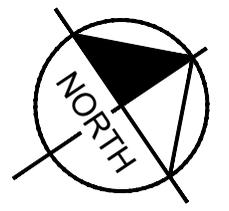
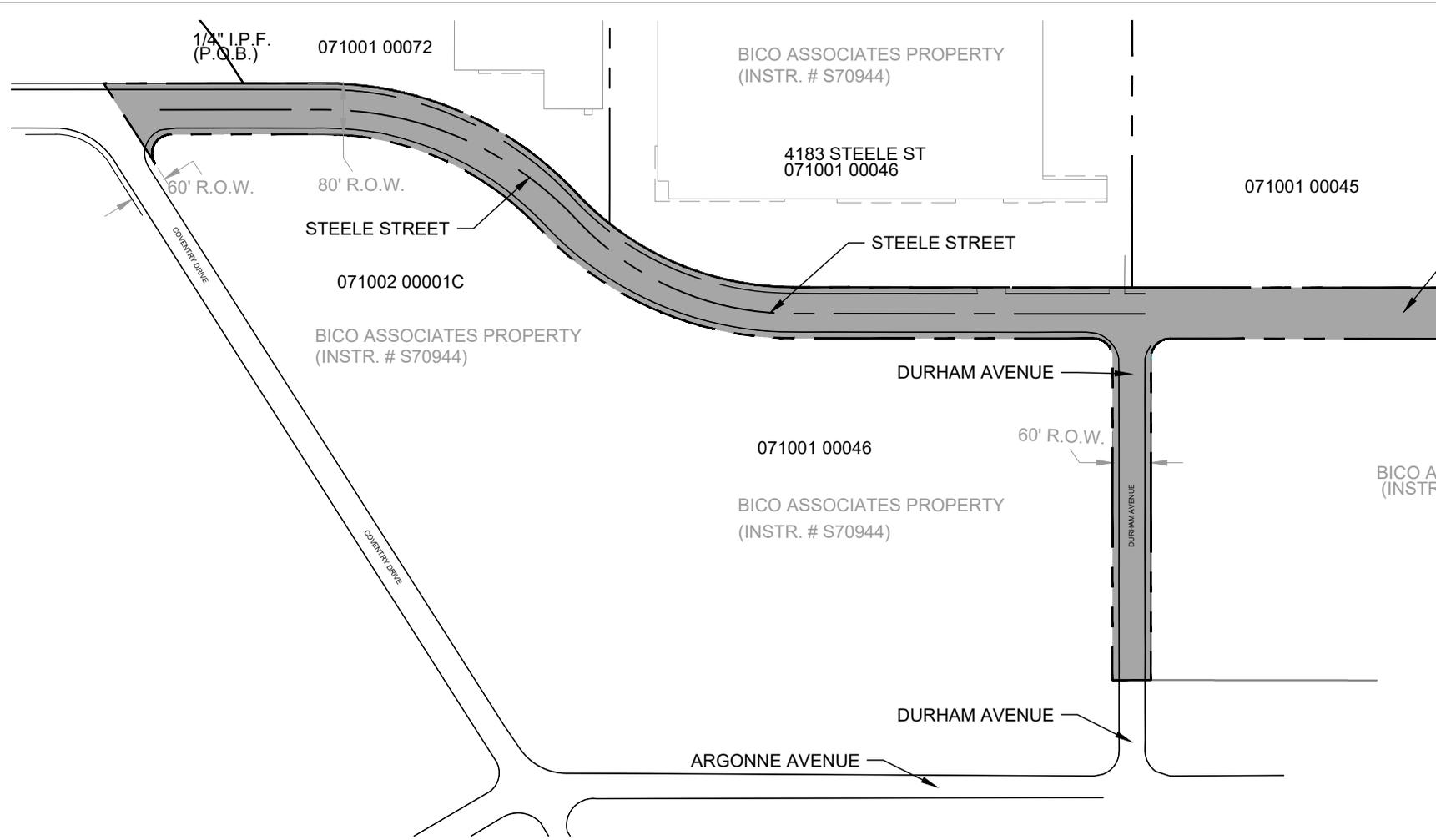
If you have any questions regarding our application, please do not hesitate to contact our office with any questions.

Sincerely,

**Andrew Speetjens | Analyst**

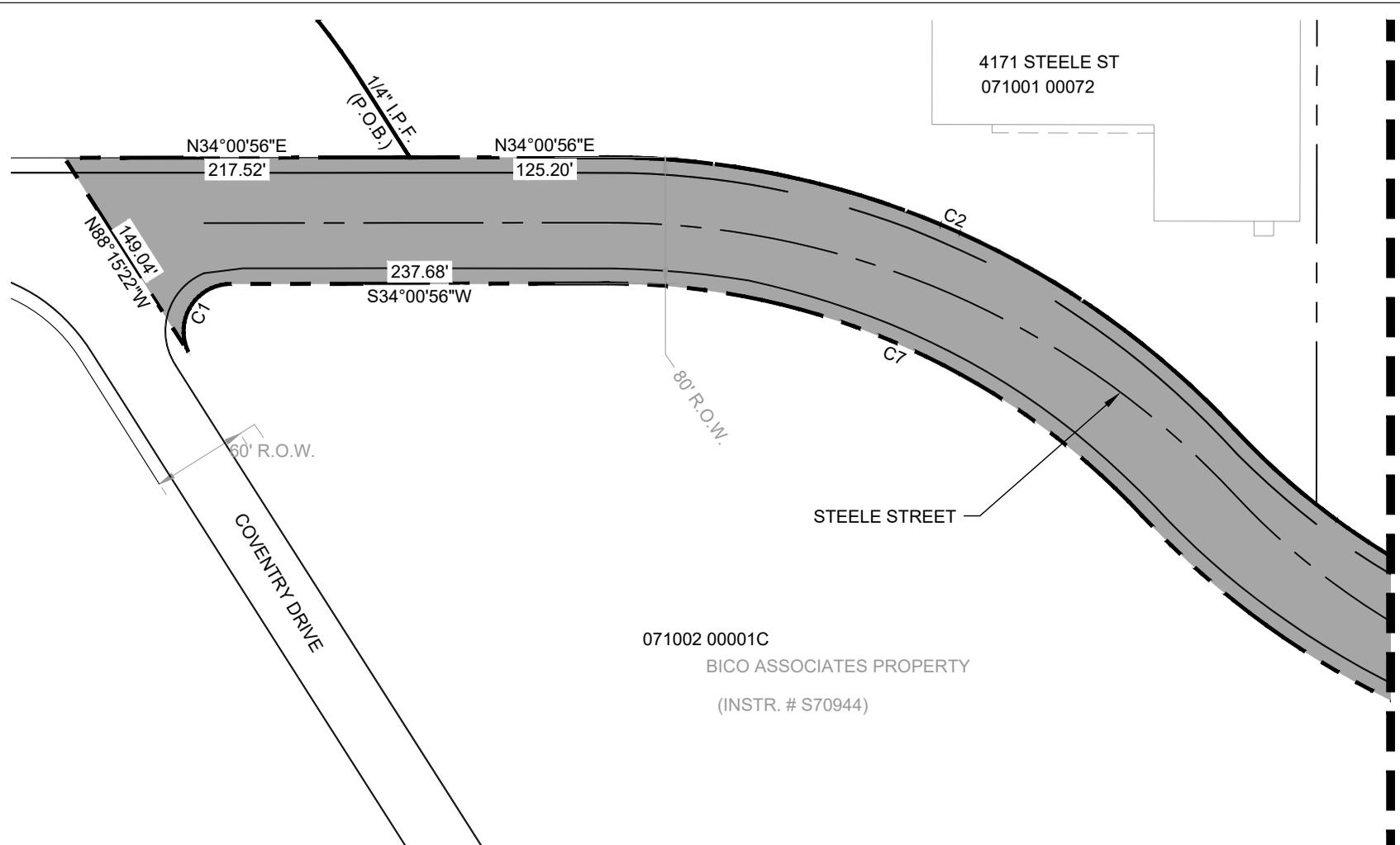
**Kimley-Horn** | 6750 Poplar Ave, Suite 600, Memphis TN 38138

Direct: 901 701 1370 | Mobile: 601 750 4945

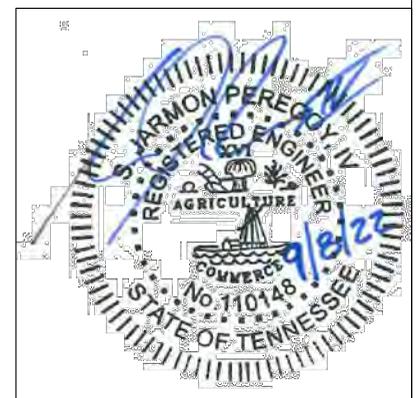
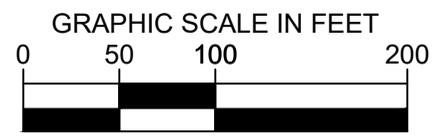
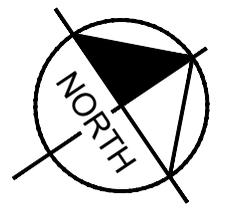


 PROPOSED CLOSURES 4.75± ACRES

<b>STREET CLOSURE PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER: <b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER: 47157C0260F
DATE:	SEPTEMBER 2022	FEMA MAP DATE: SEP. 28, 2007
REVIEWED:	SCALE: AS SHOWN	SHEET 1 OF 12
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE



4171 STEELE ST  
071001 00072



 PROPOSED CLOSURES 4.75± ACRES

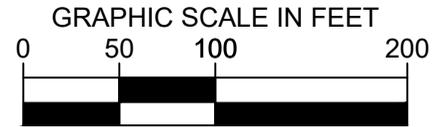
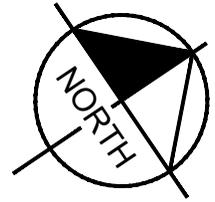
MATCHLINE: SEE SHEET 3 OF 12

071002 00001C  
BICO ASSOCIATES PROPERTY  
(INSTR. # S70944)

<b>STREET CLOSURE PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER: <b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER: 47157C0260F
		FEMA MAP DATE: SEP. 28, 2007
DATE:	SEPTEMBER 2022	SCALE: AS SHOWN
		SHEET 2 OF 12
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE

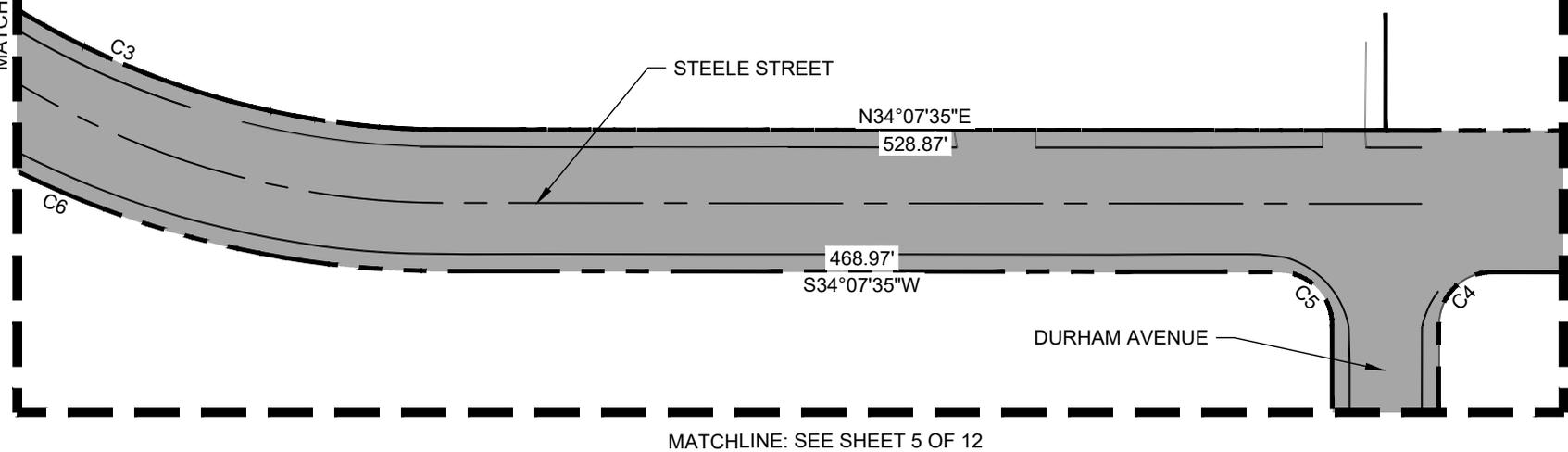
BICO ASSOCIATES PROPERTY  
(INSTR. # S70944)

4183 STEELE ST  
071001 00046



MATCHLINE: SEE SHEET 2 OF 12

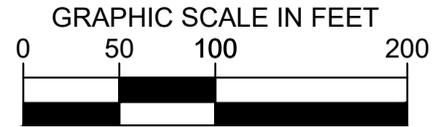
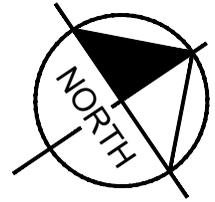
MATCHLINE: SEE SHEET 4 OF 12



PROPOSED CLOSURES 4.75± ACRES

MATCHLINE: SEE SHEET 5 OF 12

<b>STREET CLOSURE PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER: <b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER: 47157C0260F
DATE:	SEPTEMBER 2022	FEMA MAP DATE: SEP. 28, 2007
REVIEWED:	SCALE: AS SHOWN	SHEET 3 OF 12
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE

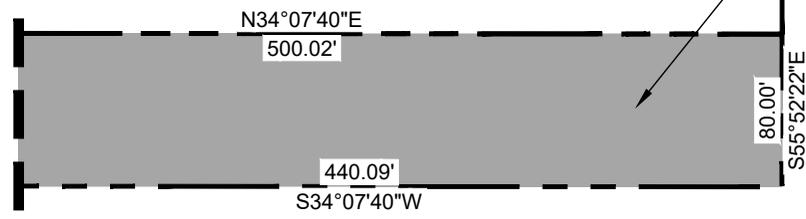


MATCHLINE: SEE SHEET 3 OF 12

071001 00045

071001 00069

STEELE STREET  
(UNIMPROVED)



PROPOSED CLOSURES 4.75± ACRES

<b>STREET CLOSURE PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING:
		INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER:
		<b>Kimley»Horn</b>
100 YR FLOOD ELEV:	FEMA MAP PANEL NUMBER:	FEMA MAP DATE:
N/A	47157C0260F	SEP. 28, 2007
DATE:	SCALE:	
SEPTEMBER 2022	AS SHOWN	SHEET 4 OF 12
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE

BICO ASSOCIATES PROPERTY  
(INSTR. # S70944)

071001 00046

60' R.O.W.

DURHAM AVENUE

506.00'

S65°52'22"E

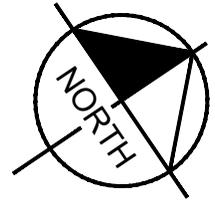
N55°52'22"W  
506.00'

DURHAM AVENUE

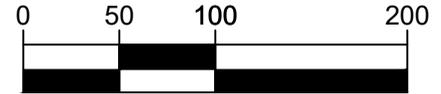
60.00'

S34°07'38"W

ARGONNE AVENUE



GRAPHIC SCALE IN FEET



**STREET CLOSURE PLAT**

STEELE STREET

CASE #: 22TMP-049127

MEMPHIS, TENNESSEE

ACREAGE:	±4.75 ACRES	ZONING:	INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER:	<b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER:	47157C0260F
DATE:	SEPTEMBER 2022	FEMA MAP DATE:	SEP. 28, 2007
REVIEWED:		SCALE:	AS SHOWN
			SHEET 5 OF 12

PROPOSED CLOSURES 4.75± ACRES

DEPUTY CITY ENGINEER

DATE

CITY ENGINEER

DATE

**ROAD CLOSURE LEGAL DESCRIPTION**

4.75 ACRES, LOCATED IN SHELBY COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

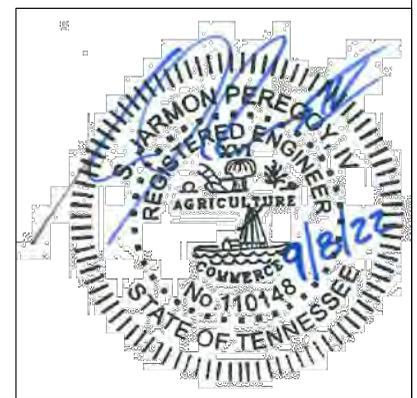
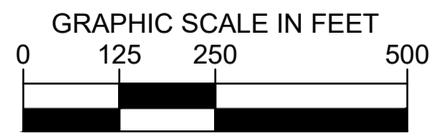
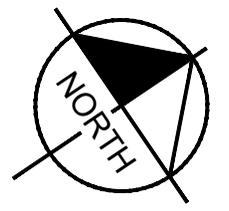
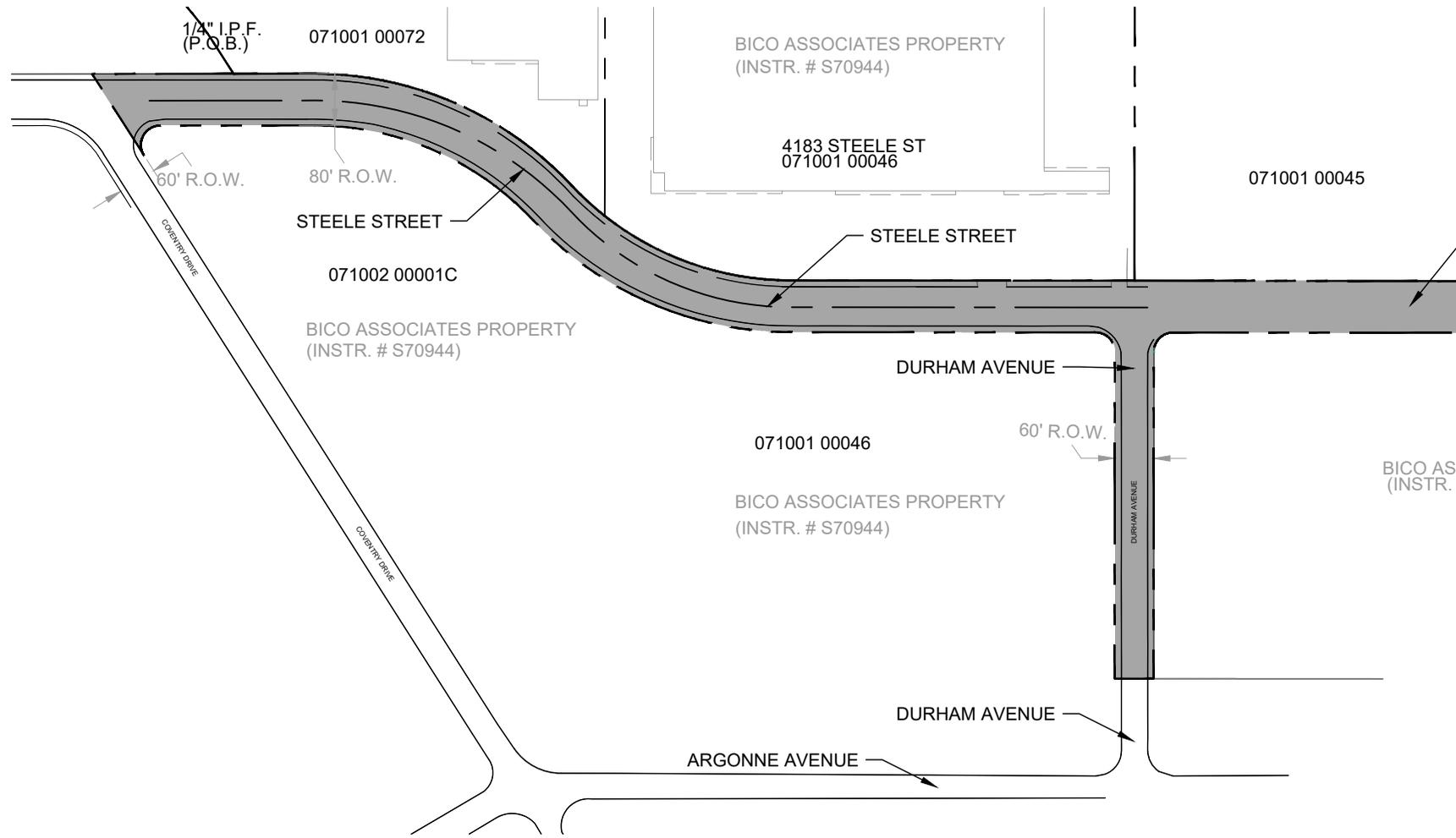
COMMENCING AT A 1/4" IRON PIN FOUND AT THE SOUTHEAST CORNER OF IDL-2, LLC PROPERTY (INSTRUMENT # 17131737) ON THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE) BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: NORTH 34 DEGREES 00 MINUTES 54 SECONDS EAST 125.20 FEET TO A 3/8" IRON PIN FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 443.52 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 41 MINUTES 02 SECONDS EAST, AND A CHORD LENGTH OF 431.16 FEET TO A 1/2" IRON PIN SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 378.78 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 37 MINUTES 54 SECONDS EAST, AND A CHORD LENGTH OF 368.17 FEET TO A 1/2" IRON PIN SET; THENCE NORTH 34 DEGREES 07 MINUTES 34 SECONDS EAST 558.92 FEET; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET AND WITH THE NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) SOUTH 55 DEGREES 52 MINUTES 23 SECONDS EAST 615.93 FEET TO THE SOUTHWEST CORNER OF GREENDALE HOLDING, LLC PROPERTY (INSTRUMENT # 21061862); THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE RUNACROSS DURHAM DRIVE SOUTH 34 DEGREES 07 MINUTES 37 SECONDS WEST 60.00 FEET TO THE SOUTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) AND THE NORTHWEST CORNER OF EZELL PROPERTY (INSTRUMENT # EU6011); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 55 DEGREES 52 MINUTES 23 SECONDS WEST 506.00 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 47.02 FEET, A RADIUS OF 30.00 FEET, A CHORD BEARING OF SOUTH 79 DEGREES 10 MINUTES 18 SECONDS WEST, AND A CHORD LENGTH OF 42.30 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: SOUTH 34 DEGREES 07 MINUTES 34 SECONDS WEST 468.97 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 444.59 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 38 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 432.14 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 377.72 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 41 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 367.20 FEET; THENCE SOUTH 34 DEGREES 00 MINUTES 54 SECONDS WEST 237.83 FEET; THENCE LEAVING SAID EASTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET NORTH 88 DEGREES 15 MINUTES 24 SECONDS WEST 94.62 FEET TO THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 34 DEGREES 00 MINUTES 54 SECONDS EAST 163.24 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 4.75 ACRES.

PROPERTY IS SUBJECT TO RIGHT-OF-WAYS AND EASEMENTS OF RECORD

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	29.96'	64.09'	S27°07'21"E	52.55'	122°34'03"	54.68'
C2	540.00'	443.52'	N57°41'03"E	431.16'	47°03'32"	235.13'
C3	460.00'	378.78'	N57°37'55"E	368.17'	47°10'48"	200.87'
C4	29.83'	47.02'	S10°55'02"E	42.30'	90°18'29"	29.99'
C5	29.83'	47.02'	S79°10'20"W	42.30'	90°18'38"	29.99'
C6	539.99'	444.59'	S57°38'05"W	432.14'	47°10'24"	235.77'
C7	460.00'	377.72'	S57°41'24"W	367.20'	47°02'51"	200.24'

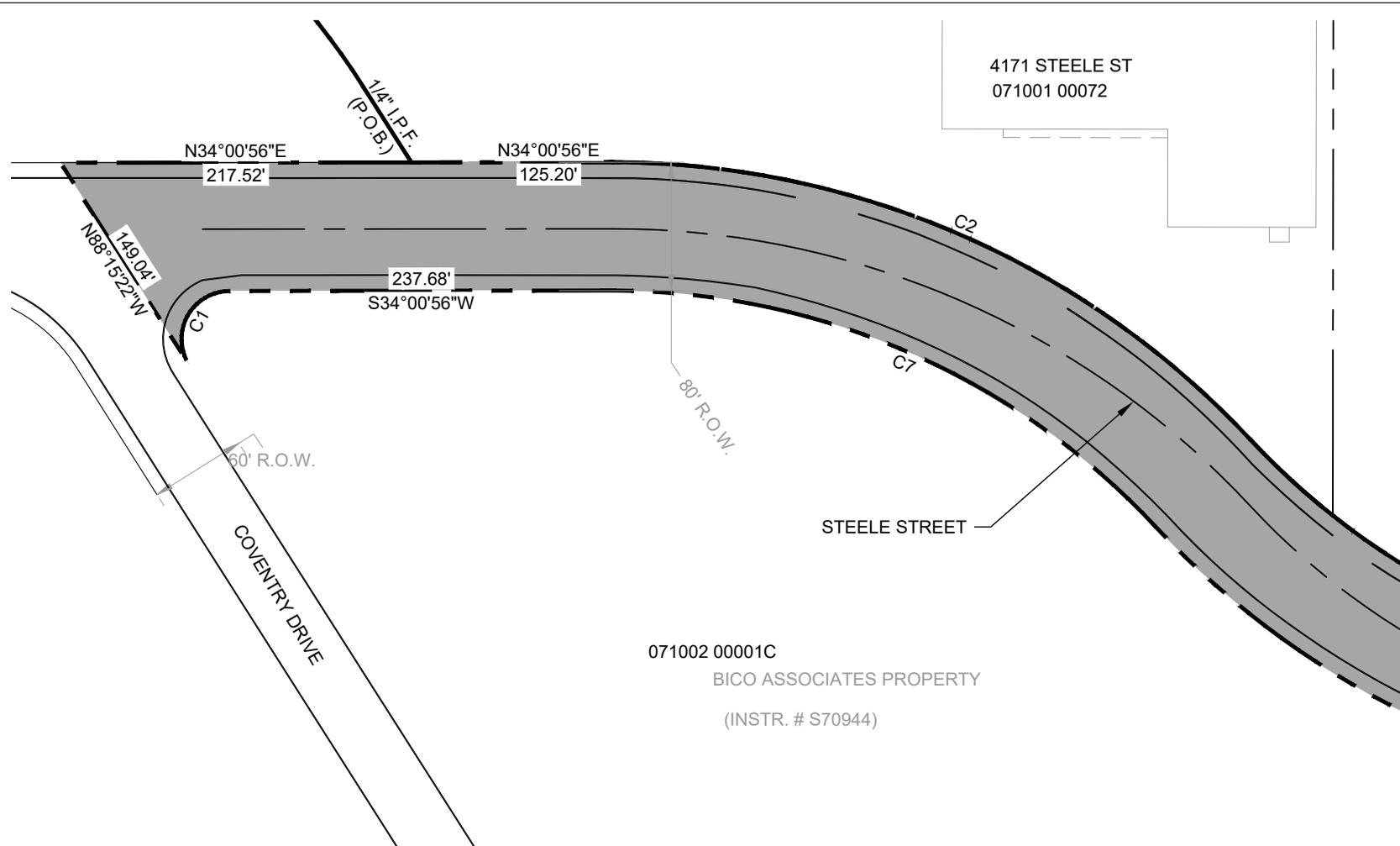


STREET CLOSURE PLAT		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER: <b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER: 47157C0260F
DATE:	SEPTEMBER 2022	FEMA MAP DATE: SEP. 28, 2007
REVIEWED:	SCALE: AS SHOWN	SHEET 6 OF 12
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER DATE

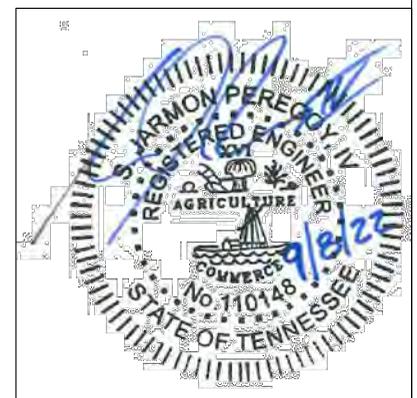
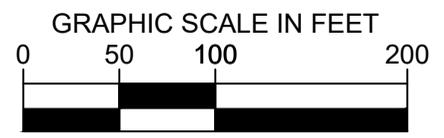
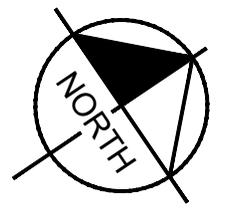


 PROPOSED UTILITY EASEMENT 4.75± ACRES

<b>UTILITY EASEMENT PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER: <b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER: 47157C0260F
		FEMA MAP DATE: SEP. 28, 2007
DATE:	SEPTEMBER 2022	SCALE: AS SHOWN
		SHEET 7 OF 12
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE



4171 STEELE ST  
071001 00072



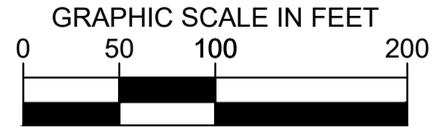
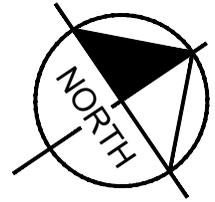
 PROPOSED UTILITY EASEMENT 4.75± ACRES

MATCHLINE: SEE SHEET 9 OF 12

<b>UTILITY EASEMENT PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING:
		INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER:
		<b>Kimley»Horn</b>
100 YR FLOOD ELEV:	FEMA MAP PANEL NUMBER:	FEMA MAP DATE:
N/A	47157C0260F	SEP. 28, 2007
DATE:	SCALE:	
SEPTEMBER 2022	AS SHOWN	SHEET 8 OF 12
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE

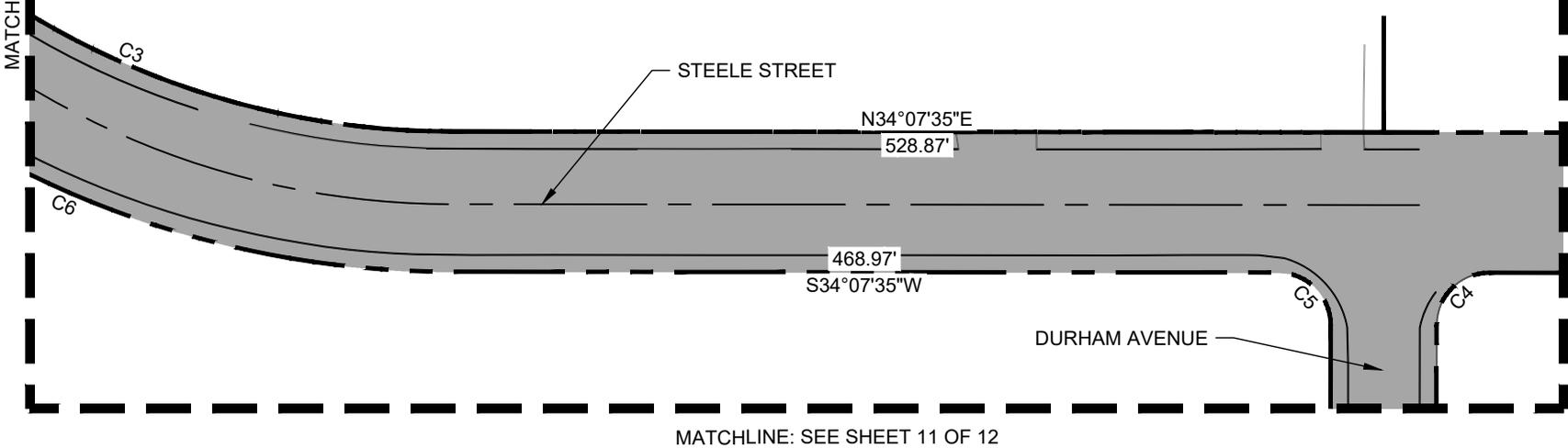
BICO ASSOCIATES PROPERTY  
(INSTR. # S70944)

4183 STEELE ST  
071001 00046



MATCHLINE: SEE SHEET 8 OF 12

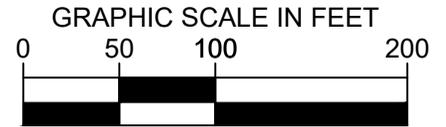
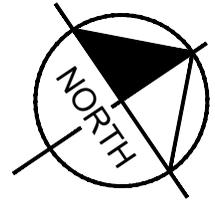
MATCHLINE: SEE SHEET 10 OF 12



 PROPOSED UTILITY EASEMENT 4.75± ACRES

MATCHLINE: SEE SHEET 11 OF 12

<b>UTILITY EASEMENT PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER: <b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER: 47157C0260F
DATE:	SEPTEMBER 2022	FEMA MAP DATE: SEP. 28, 2007
REVIEWED:	SCALE: AS SHOWN	SHEET 9 OF 12
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE

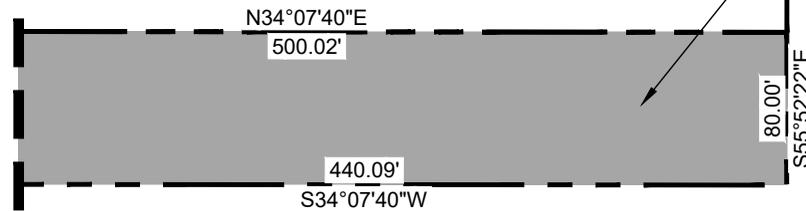


MATCHLINE: SEE SHEET 9 OF 12

071001 00045

071001 00069

STEELE STREET  
(UNIMPROVED)



PROPOSED UTILITY EASEMENT 4.75± ACRES

<b>UTILITY EASEMENT PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER: <b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER: 47157C0260F
		FEMA MAP DATE: SEP. 28, 2007
DATE:	SEPTEMBER 2022	SCALE: AS SHOWN
		SHEET10 OF 12
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE

BICO ASSOCIATES PROPERTY  
(INSTR. # S70944)

071001 00046

60' R.O.W.

DURHAM AVENUE

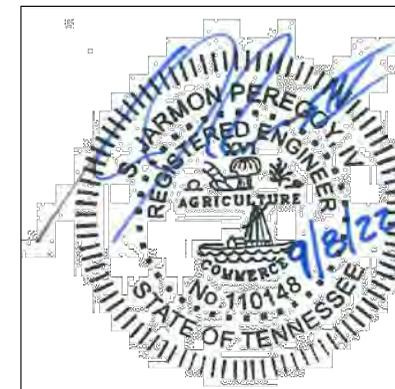
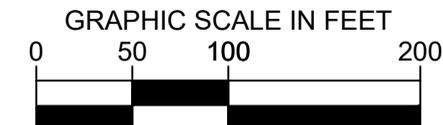
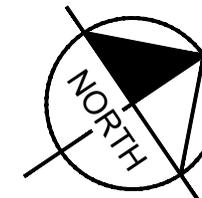
506.00'  
S55°52'22"E

N55°52'22"W  
506.00'

DURHAM AVENUE

60.00'  
S34°07'38"W

ARGONNE AVENUE



PROPOSED UTILITY EASEMENT 4.75± ACRES

<b>UTILITY EASEMENT PLAT</b>		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING:
		INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	ENGINEER:	
AMPRO	<b>Kimley»Horn</b>	
100 YR FLOOD ELEV:	FEMA MAP PANEL NUMBER:	FEMA MAP DATE:
N/A	47157C0260F	SEP. 28, 2007
DATE:	SCALE:	
SEPTEMBER 2022	AS SHOWN	SHEET 11 OF 12
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER
		DATE

**UTILITY EASEMENT LEGAL DESCRIPTION**

4.75 ACRES, LOCATED IN SHELBY COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/4" IRON PIN FOUND AT THE SOUTHEAST CORNER OF IDL-2, LLC PROPERTY (INSTRUMENT # 17131737) ON THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE) BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: NORTH 34 DEGREES 00 MINUTES 54 SECONDS EAST 125.20 FEET TO A 3/8" IRON PIN FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 443.52 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 41 MINUTES 02 SECONDS EAST, AND A CHORD LENGTH OF 431.16 FEET TO A 1/2" IRON PIN SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 378.78 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 37 MINUTES 54 SECONDS EAST, AND A CHORD LENGTH OF 368.17 FEET TO A 1/2" IRON PIN SET; THENCE NORTH 34 DEGREES 07 MINUTES 34 SECONDS EAST 558.92 FEET; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET AND WITH THE NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) SOUTH 55 DEGREES 52 MINUTES 23 SECONDS EAST 615.93 FEET TO THE SOUTHWEST CORNER OF GREENDALE HOLDING, LLC PROPERTY (INSTRUMENT # 21061862); THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE RUNACROSS DURHAM DRIVE SOUTH 34 DEGREES 07 MINUTES 37 SECONDS WEST 60.00 FEET TO THE SOUTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) AND THE NORTHWEST CORNER OF EZELL PROPERTY (INSTRUMENT # EU6011); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 55 DEGREES 52 MINUTES 23 SECONDS WEST 506.00 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 47.02 FEET, A RADIUS OF 30.00 FEET, A CHORD BEARING OF SOUTH 79 DEGREES 10 MINUTES 18 SECONDS WEST, AND A CHORD LENGTH OF 42.30 FEET TO THE EASTERN RIGHT-OF-WAY OF SAID STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: SOUTH 34 DEGREES 07 MINUTES 34 SECONDS WEST 468.97 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 444.59 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 38 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 432.14 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 377.72 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 41 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 367.20 FEET; THENCE SOUTH 34 DEGREES 00 MINUTES 54 SECONDS WEST 237.83 FEET; THENCE LEAVING SAID EASTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET NORTH 88 DEGREES 15 MINUTES 24 SECONDS WEST 94.62 FEET TO THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 34 DEGREES 00 MINUTES 54 SECONDS EAST 163.24 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 4.75 ACRES.

PROPERTY IS SUBJECT TO RIGHT-OF-WAYS AND EASEMENTS OF RECORD

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	29.96'	64.09'	S27°07'21"E	52.55'	122°34'03"	54.68'
C2	540.00'	443.52'	N57°41'03"E	431.16'	47°03'32"	235.13'
C3	460.00'	378.78'	N57°37'55"E	368.17'	47°10'48"	200.87'
C4	29.83'	47.02'	S10°55'02"E	42.30'	90°18'29"	29.99'
C5	29.83'	47.02'	S79°10'20"W	42.30'	90°18'38"	29.99'
C6	539.99'	444.59'	S57°38'05"W	432.14'	47°10'24"	235.77'
C7	460.00'	377.72'	S57°41'24"W	367.20'	47°02'51"	200.24'



UTILITY EASEMENT PLAT		
STEELE STREET		
CASE #: 22TMP-049127		
MEMPHIS, TENNESSEE		
ACREAGE:	±4.75 ACRES	ZONING: INDUSTRIAL, WAREHOUSE STORAGE
OWNER/DEVELOPER:	AMPRO	ENGINEER: <b>Kimley»Horn</b>
100 YR FLOOD ELEV:	N/A	FEMA MAP PANEL NUMBER: 47157C0260F
		FEMA MAP DATE: SEP. 28, 2007
DATE:	SEPTEMBER 2022	SCALE: AS SHOWN
		SHEET 12 OF 12
REVIEWED:		
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER DATE

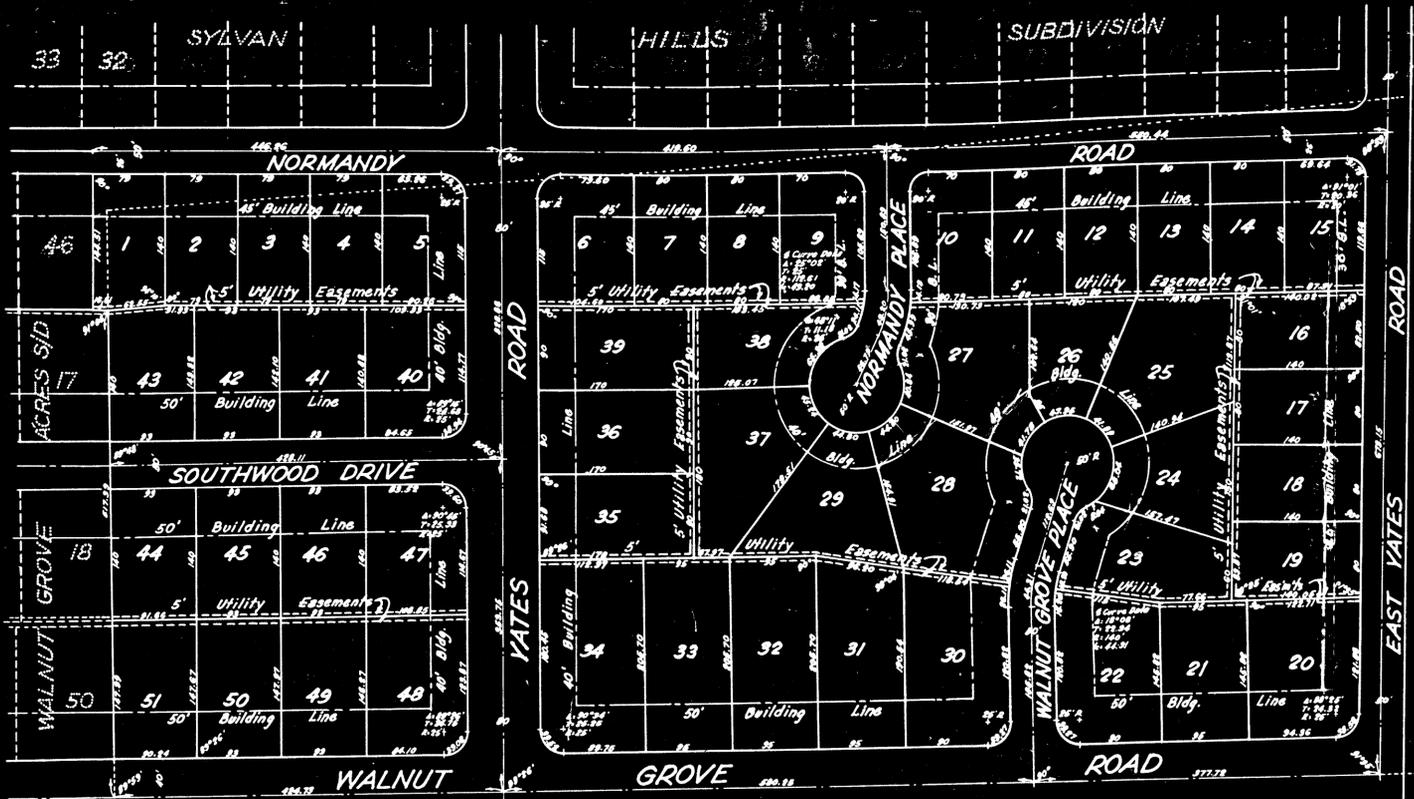
## ROAD CLOSURE LEGAL DESCRIPTION

4.75 ACRES, LOCATED IN SHELBY COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT ¼" IRON PIN FOUND AT THE SOUTHEAST CORNER OF IDL-2 LLC PROPERTY (INSTRUMENT #17131737) ON THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE) BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: NORTH 34 DEGREES 00 MINUTES 54 SECONDS EAST 125.20 FEET TO A 3/8" IRON PIN FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 443.52 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 41 MINUTES 02 SECONDS EAST, AND A CHORD LENGTH OF 431.16 FEET TO A ½" IRON PIN SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 378.78 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF NORTH 57 DEGREES 37 MINUTES 54 SECONDS EAST, AND A CHORD LENGTH OF 368.17 FEET TO A ½" IRON PIN SET; THENCE NORTH 34 DEGREES 07 MINUTES 34 SECONDS EAST 558.92 FEET; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET AND WITH THE NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) SOUTH 55 DEGREES 52 MINUTES 23 SECONDS EAST 615.93 FEET TO THE SOUTHWEST CORNER OF GREENDALE HOLDING, LLC PROPERTY (INSTRUMENT # 21061862); THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY OF DURHAM DRIVE RUN ACROSS DURHAM DRIVE SOUTH 34 DEGREES 07 MINUTES 37 SECONDS WEST 60.00 FEET TO THE SOUTHERN RIGHT OF WAY OF DURHAM DRIVE (30 FEET FROM CENTERLINE) AND THE NORTHWEST CORNER OF EZELL PROPERTY (INSTRUMENT # EU6011); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 55 DEGREES 52 MINUTES 23 SECONDS WEST 506.00 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 47.02 FEET, A RADIUS OF 30.00 FEET, A CHORD BEARING OF SOUTH 79 DEGREES 10 MINUTES 18 SECONDS WEST, AND A CHORD LENGTH OF 42.30 FEET TO THE EASTERN RIGHT OF WAY OF SAID STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN THE FOLLOWING CALLS: SOUTH 34 DEGREES 07 MINUTES 34 SECONDS WEST 468.97 FEET, THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 444.59 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 38 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 432.14 FEET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 377.72 FEET, A RADIUS OF 460.00 FEET, A CHORD BEARING OF SOUTH 57 DEGREES 41 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 367.20 FEET; THENCE SOUTH 34 DEGREE 00 MINUTES 54 SECONDS WEST 237.83 FEET; THENCE LEAVING SAID EASTERN RIGHT-OF-WAY OF STEELE STREET RUN ACROSS STEELE STREET NORTH 88 DEGREES 15 MINUTES 24 SECONDS WEST 94.62 FEET TO THE WESTERN RIGHT-OF-WAY OF STEELE STREET (40 FEET FROM CENTERLINE); THENCE WITH SAID RIGHT-OF-WAY RUN NORTH 34

DEGREES 00 MINUTES 54 SECONDS EAST 163.24 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 4.75 ACRES.

PROPERTY IS SUBJECT TO RIGHT-OF-WAY EASEMENTS OF RECORD



SHADY GROVE - YATES  
DEVELOPMENT CO.  
(UNDEVELOPED)

**TREZEVAUT MORTGAGE COMPANY'S  
WALNUT GROVE TERRACE EAST SUBDIVISION**

MEMPHIS, TENN.

SCALE 1"=100'

HUGH F. CAREY, ENGINEER

JAN. 1957

SHADY GROVE - YATES  
DEVELOPMENT CO.  
(UNDEVELOPED)

**PROTECTIVE COVENANTS**

- These covenants are to run with the land and are to be binding on all parties and all persons claiming under them until January 1st, 1981, at which time said covenants shall be automatically extended for successive periods of ten years each unless by a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
- If parties violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning real property in said subdivision to prosecute at law or in equity any person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing or to recover damages or other dues for such violation.
- Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- No structure shall be erected, altered, placed or permitted to remain on any residential plot other than a one family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and any outbuilding incidental to the residential use of the lot.
- No fence, either temporary or permanent, shall be built on any lot which will extend further toward the street line than front or side setback lines.
- The minimum building setback from the street shall meet the approval of the Memphis Building Department, but in no case shall the setback be less than the minimum building line shown on this plat. The minimum side line setback shall be ten (10) feet.
- The minimum ground floor area shall be as follows- Lots 1 through 15 inclusive and Lots 27, 28, 29, 27 and 38 - 1350 square feet. Lots 35 and 36 and Lots 39 through 47 inclusive and Lots 16 through 19 inclusive - 1400 square feet. Lots 23 through 26 inclusive - 1600 square feet. Lots 20, 21 and 22 and Lots 30 through 34 inclusive and Lots 48 through 51 inclusive - 1800 square feet.

We, Trezevaut Mortgage Company, the undersigned owners of the property shown hereon, hereby adopt this as our plan of subdivision and dedicate the streets and easements to the public use forever, and hereby certify that we are the duly authorized so to act, and that said property is not encumbered by any taxes that have become due and payable.

Trezevaut Mortgage Company

By Stanley Trezevaut, Jr.  
Stanley Trezevaut, Jr.

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a notary public in the said State and County aforesaid, personally appeared Stanley Trezevaut, President of Trezevaut Mortgage Company, with whom I am personally acquainted, and who upon oath, acknowledged himself to be President of Trezevaut Mortgage Company, the within named bargainer, and that he as such President, being authorized, so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as president.

Witness my hand and notarial seal this 21st day of Jan., 1957.

My commission expires:

My Commission Expires April 5, 1958 Notary Public [Signature]

APPROVED BY THE MEMPHIS AND SHELBY COUNTY PLANNING COMMISSION

Date: Oct 18, 56

By Fred W. Davis Director

I hereby certify that the foregoing is a true copy and that said document was approved by the Board of Commissioners of the City of Memphis in regular session on the 21st day of Jan, 1957.

By [Signature] Comptroller

**CERTIFICATE OF SURVEY**

I hereby certify that I have surveyed the property shown hereon and that this plat accurately reflects the survey and that same is true and correct.

Hugh F. Carey  
Hugh F. Carey, Engineer  
Tenn. Certificate No. 1580

10085

STATE OF TENNESSEE  
SHELBY COUNTY

Filed for Registration MAR 13 1957 in  
Book 103 Page 246 and was recorded  
No. 174 Page 246 and was recorded  
MAR 15 1957 in Record Book  
No. 21 Page 48 Fee 50 Paid

FRANCIS ANDREWS, Register

By [Signature] D.R.

STATE OF TENNESSEE  
COUNTY OF SHELBY

We, the undersigned, Paulus Building Corp., owners of the property shown hereon, hereby dedicate the property for the streets as shown hereon, and we certify that we are the duly authorized agents, and that said property is not encumbered by any delinquent taxes.

PAULUS BUILDING CORP.

BY *J. J. Hume*  
Attorney at Law  
107 1/2 Poplar Avenue  
Memphis, Tennessee

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, in and for the said State and County, at my office in Memphis, duly commissioned and qualified, personally appeared *J. J. Hume*, known to me to be the person whose name and signature appear on the foregoing instrument, and who upon their oath acknowledged that they executed the foregoing instrument for the use and purpose therein contained. In witness whereof, I have hereunto set my hand and the Notary Seal at my office in Memphis, this 5th day of *March*, 1957.

MY COMMISSION EXPIRES *January 5, 1957*

APPROVED BY MEMPHIS & SHELBY COUNTY PLANNING COMMISSION.

DATE *April 6, 1956*  
BY *Paul W. Lane* DIRECTOR

APPROVED BY SHELBY COUNTY COMMISSIONERS

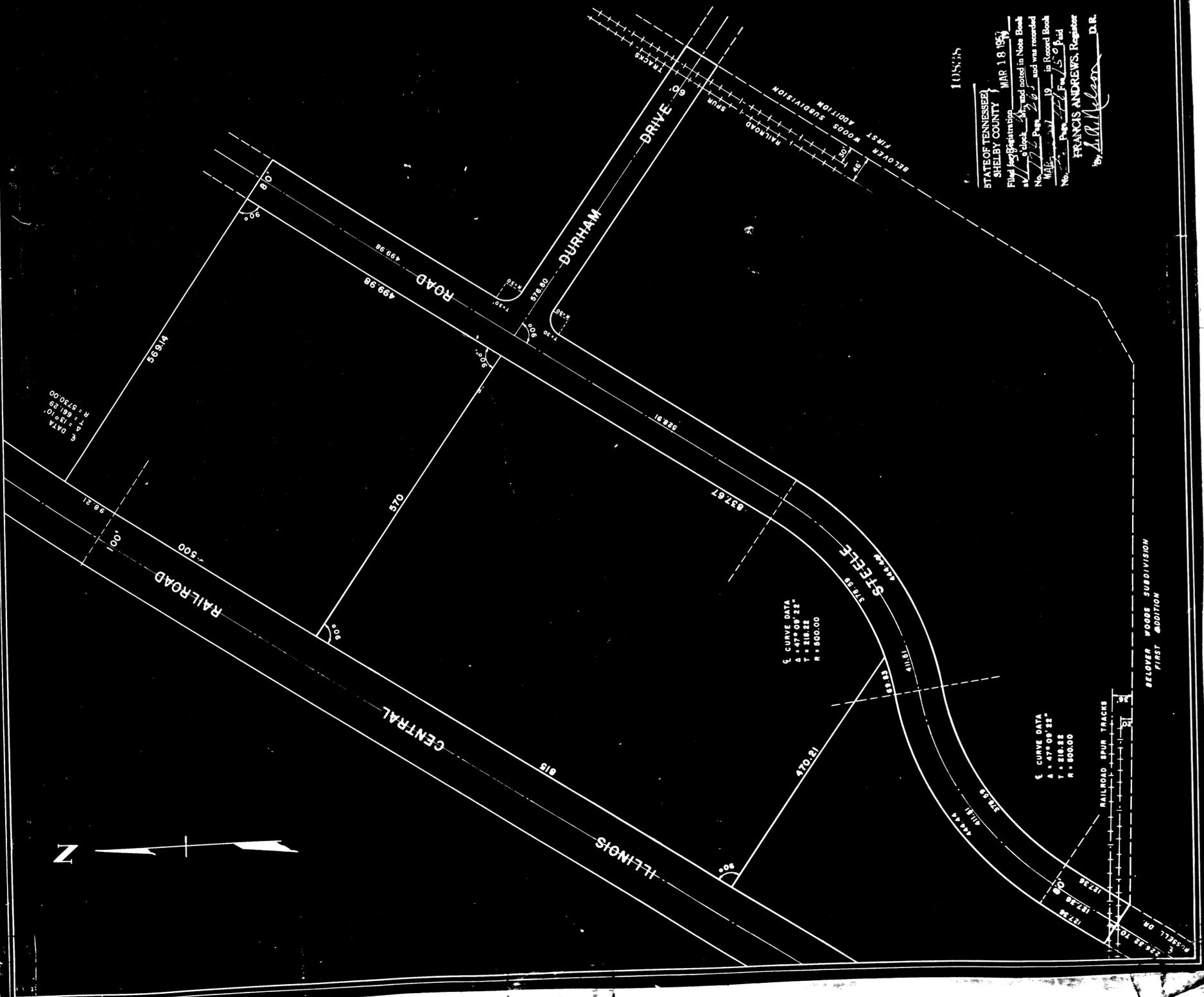
DATE *13 Mar 1957*  
BY *Paul W. Lane* COMMISSIONER OF ROADS.

CERTIFICATE OF SURVEY:

This is to certify that I have surveyed the property shown hereon and that this plat correctly represents the survey thereof and that same is true and correct.

*C. G. Richardson*  
C. G. RICHARDSON, SURVEYOR

DEDICATION PLAT OF  
PART OF STEELE ROAD & DURHAM DRIVE  
SHELBY COUNTY, TENNESSEE  
MARCH 1957 SCALE 1 INCH = 100 FEET  
C. G. RICHARDSON, ENGINEER



STATE OF TENNESSEE  
SHELBY COUNTY  
Filed for Registration *MAR 18 1957*  
No. *10876* and was recorded  
in *Page 19* of Record Book  
No. *10876* in *Vol. 5* of Plat  
Books  
FRANCIS ANDREWS, Registrar  
D.R.



Legend:

1. 071001 00049	36. 071002 00007
2. 071001 00048	37. 071002 00006
3. 071002 00026	38. 071002 00005
4. 071002 00025	39. 071002 00004
5. 071002 00024	40. 071002 00003
6. 071002 00023	41. 071002 00002
7. 071002 00022	42. 071001 00044
8. 071002 00021	43. 071001 00043
9. 071002 00020	44. 071001 00042
10. 071002 00019	45. 071001 00041
11. 071002 00018	46. 071001 00040
12. 071002 00017	47. 071001 00039
13. 071002 00016	48. 071031 00015
14. 071003 00001	49. 071031 00016
15. 071003 00002	50. 071031 00017
16. 071003 00003	51. 071031 00018
17. 071003 00004	52. 071031 00019
18. 071003 00005	53. 071031 00001
19. 071003 00006	54. 071031 00002
20. 071003 00029	55. 071032 00029
21. 071003 00028	56. 071032 00001
22. 071003 00027	57. 071032 00002
23. 071003 00026	58. 071032 00003
24. 071003 00025	59. 071032 00004
25. 071003 00024	60. 071032 00005
26. 071003 00023	61. 071032 00006
27. 071003 00022	62. 071031 00007
28. 071004 00001	63. 071031 00006
29. 071004 00002	64. 071031 00005
30. 071004 00003	65. 071031 00004
31. 071004 00004	66. 071031 00003
32. 071004 00005	67. 071032 00028
33. 071004 00006	68. 071032 00027
34. 071004 00019	69. 071032 00026
35. 071002 00008	70. 071032 00025

**Legend**

**polygonLayer**

- Override 1
- Override 2

**polylineLayer**

- Override 1

**Roads**

- Shelby County Zoning
- Arlington Zoning
- Bartlett Zoning
- Collierville Zoning
- Germantown Zoning
- Lakeland Zoning
- Millington Zoning
- Parcels

Public Right of Way to be Closed



Map prepared through Shelby County Government's online mapping Portal on 8/15/2022




BICO ASSOCIATES  
PO BOX 3661 #  
MEMPHIS TN 38173

JCR MONTANE LLC  
10813 42ND DR SE  
EVERETT WA 98208

TUCKER JEROME JR  
4165 ARGONNE ST #  
MEMPHIS TN 38127

RUNYON INDUSTRIES PROPERTIES LLC  
4334 MILLINGTON RD #  
MEMPHIS TN 38127

WILLIAMS MICHAEL  
1191 SNOWDEN FARM CV #  
COLLIERVILLE TN 38017

MILAM DENNIS P  
PO BOX 202 #  
ELLENDALE TN 38029

MANGO TOWERS TENNESSEE RENTALS LLC  
3933 MONTE SERENO TER #  
FREMONT CA 94539

DUNGAN FRANCES C  
4189 ARGONNE ST #  
MEMPHIS TN 38127

SUE ALAN J  
1 KEAHOLE PL #  
HONOLULU HI 96825

DAVIDSON JERRY T & NINA C  
PO BOX 69 #  
MILLINGTON TN 38083

TATE WILLIE L AND JACQUELINE TATE (RS)  
1980 DURHAM AVE #  
MEMPHIS TN 38127

HURST CAMERON  
4159 ARGONNE ST #  
MEMPHIS TN 38127

LOVE ROSE MARIE AND CEDRIC L SULLIVAN  
4236 ARGONNE ST #  
MEMPHIS TN 38127

MOSLEY ERIKA AND SHANI BEDIAKO AND  
1418 TUTWILER AVE #  
MEMPHIS TN 38107

CARRUTHERS UNNTASHAY  
877 PEARCE ST #  
MEMPHIS TN 38107

HUDSON CHRIS  
5 N THIRD ST #  
MEMPHIS TN 38103

KYSY INVESTMENTS LLC  
706 NE 191ST ST #  
MCGUIRE AIR FORCE BASE NJ 8641

ONEAL ANDREW  
119 KENTUCKY AVE #  
OAK RIDGE TN 37830

VB ONE LLC  
3500 PARK CENTER DR #100  
DAYTON OH 45414

JONES KIMBERLY  
4177 ARGONNE ST #  
MEMPHIS TN 38127

CROSSNO THOMAS D & GLENDA J  
3071 MAGEVNEY ST #  
MEMPHIS TN 38128

WILSON JAMES W & CLARA F  
4225 ARGONNE ST #  
MEMPHIS TN 38127

JACKSON JAMES O  
4186 ARGONNE ST #  
MEMPHIS TN 38127

BUNNING PAUL E AND BRIAN PINDER (ESTATE)  
PO BOX 221  
BLOOMING GROVE NY 10914

WILLIAMS FRED L  
4228 ARGONNE ST #  
MEMPHIS TN 38127

MAJESTIC DEVELOPMENTS LLC  
2056 WELLONS AVE #  
MEMPHIS TN 38127

CHMJ-R LLC  
7152 BELL MANOR CV  
GERMANTOWN TN 38139

SALLIS ELIZABETH A  
4226 ARGONNE ST #  
MEMPHIS TN 38127

GOWAN HOLDINGS LLC  
1507 16TH AVE S ## V8  
NASHVILLE TN 37212

PATTERSON JOHN H & KATTIE L  
4149 COVENTRY DR #  
MEMPHIS TN 38127

BROWN CIFTON AND JESSIE SNIPES  
1804 COVENTRY DR #  
MEMPHIS TN 38127

PAYNE FRANK J  
1821 COVENTRY DR #  
MEMPHIS TN 38127

NEW 401K PLAN  
2355 S YANK CIR #  
DENVER CO 80228

JN US INVESTMENTS, LLC

GRAY JAMES  
1831 COVENTRY DR #  
MEMPHIS TN 38127

FIELDS TAMEKO L  
1406 SAWMILL CREEK LN #  
CORDOVA TN 38016

JENSEN KYLE  
PO BOX 1763 #  
RANCHO SANTA FE CA 92067

GROSS THELMA H H & CLIFFORD A  
1837 COVENTRY DR #  
MEMPHIS TN 38127

CHURCHILL LARRY J JR  
1801 BALDWIN AVE #  
MEMPHIS TN 38127

GOODWIN FELIX  
1834 COVENTRY DR #  
MEMPHIS TN 38127

MEMPHIS HOME RENTALS LLC  
PO BOX 382371 #  
GERMANTOWN TN 38183

HARRIS ANITA  
4231 ARGONNE ST #  
MEMPHIS TN 38127

HILL LEONARD  
1842 COVENTRY DR #  
MEMPHIS TN 38127

MCDANIEL RUDOLPH  
1776 BALDWIN AVE #  
MEMPHIS TN 38127

C & H ENTERPRISES VI LLC  
7125 BELL MANOR CV  
GERMANTOWN TN 38138

BRADLEY DEDRICK D JR  
1862 COVENTRY CV  
MEMPHIS TN 38127

BOSSE ISABELLA S TRUST  
1786 BALDWIN AVE #  
MEMPHIS TN 38127

WILLIAMS BARBARA A  
4232 ARGONNE ST #  
MEMPHIS TN 38127

BOURGEOIS AURELIA A  
1870 COVENTRY DR #  
MEMPHIS TN 38127

DORTCH STEVEN S JR  
9060 NEW BETHEL RD #  
MILLINGTON TN 38053

RATLIFF LINDA F  
4219 COVENTRY DR #  
MEMPHIS TN 38127

STOLTZFUS DAVID  
127 MEADOWCREEK RD #  
NEW HOLLAND PA 17557

RICE EDWARD S  
PO BOX 271434 #  
MEMPHIS TN 38167

EZELL CALVIN SR & ESSIE M  
4199 ARGONNE ST #  
MEMPHIS TN 38127

CALDWELL INVESTMENT SERVICES TRUST  
9005 GANDY CV #  
MEMPHIS TN 38133

HUTSON WAYNE D  
PO BOX 3532 #  
CORDOVA TN 38088

MCMILLAN LILLIE J  
1970 DURHAM AVE #  
MEMPHIS TN 38127

CAMPBELL CLAUDIE JR  
1815 COVENTRY DR #  
MEMPHIS TN 38127

JACKSON MARTHA W  
3696 TWINMONT #  
MEMPHIS TN 38128

HOLLOWELL JANICE F  
1969 DURHAM AVE #  
MEMPHIS TN 38127

ALLEN GEORGE C & JANET L  
1820 COVENTRY DR #  
MEMPHIS TN 38127

IDL-2 LLC  
6465 N QUAIL HOLLOW RD #200  
MEMPHIS TN 38120

GOODWIN FELIX  
1834 COVENTRY DR #  
MEMPHIS TN 38127

GOGO REAL ESTATE LLC  
10686 WAR ADMIRAL DR  
UNION KY 41091

BUTLER PROPERTIES LLC  
4435 SUMMER AVE #  
MEMPHIS TN 38122

VB ONE LLC  
3500 PARK CENTER DR #100  
DAYTON OH 45414

BICO ASSOCIATES  
PO BOX 3661 #  
MEMPHIS TN 38173

1794 BALDWIN AVENUE TRUST  
11001 W 120TH AVE #400  
BROOMFIELD CO 80021

REED SHERRY  
1764 BALDWIN AVE #  
MEMPHIS TN 38127

AV HOMES LLC  
310 GERMANTOWN BEND CV #103  
CORDOVA TN 38018

MCINTYNE RALPH AND TISHA MCINTYRE (RS)  
4099 STEELE ST #  
MEMPHIS TN 38127

CHMJ-R LLC  
7152 BELL MANOR CV  
GERMANTOWN TN 38139

HILL PHIL D & MEHALEE G  
1785 BALDWIN AVE #  
MEMPHIS TN 38127

CHMJ-R LLC  
7152 BELL MANOR CV  
GERMANTOWN TN 38139

MAYS ANNE  
1793 BALDWIN AVE #  
MEMPHIS TN 38127

EQUITY TRUST CO CUST FBO  
465 VISTA DEL RANCHO #465  
CHULA VISTA CA 91910

RUNYON INDUSTRIES PROPERTIES LLC  
4300 MILLINGTON RD #  
MEMPHIS TN 38127

GREENDALE HOLDING LLC  
1835 E HALLANDALE BEACH BLVD #551  
HALLANDALE FL 33009



# Shelby County Tennessee

## *Shelandra Y Ford*

Shelby County Register

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As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



21114642

09/15/2021 - 09:34:09 AM

4 PGS	
HERTHA 2300539 - 21114642	
VALUE	29644.00
MORTGAGE TAX	0.00
TRANSFER TAX	109.68
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	132.68

SHELANDRA Y FORD  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**THIS INSTRUMENT PREPARED BY:**

Andrea S. Bienstock, Esq.  
100 Peabody Place, Suite 1400  
Memphis, Tennessee 38103

**RETURN TO:**

Stewart G. Austin, Esq,  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 400  
Memphis, TN 38119

**WARRANTY DEED**

THIS INDENTURE, made and entered into this 13th day of September, 2021, by and between, BELZ INVESTCO GP, a Tennessee general partnership (hereinafter referred to as "Grantor") and CHMJ-R, LLC, a Tennessee limited liability company (hereinafter referred to as "Grantee"),

**WITNESSETH:**

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the Grantee the following described real estate, situated and being in Memphis, County of Shelby, State of Tennessee:

BEING A DESCRIPTION OF THE REMAINING PORTION OF PROPERTY GROUP "A" – PARCEL 1 OF THE BICO ASSOCIATES PROPERTY AS RECORDED IN INSTRUMENT S7-0944 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF CENTERLINE OF COVENTRY DRIVE (FORMERLY RUSSELL DRIVE) (60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY – PLAT BOOK 21, PAGE 74) WITH THE CENTERLINE OF STEELE STREET (80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY – PLAT BOOK 21, PAGE 74); THENCE N53°36'13"W ACROSS STEELE STREET A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID STEELE STREET, SAID POINT BEING THE POINT OF BEGINNING (N 353904.64 – E 772987.44); THENCE S36°23'47"W ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID STEELE STREET A DISTANCE OF 227.48 FEET TO A POINT ON THE NORTH LINE OF THE GEORGIAN HILLS SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 57, SAID NORTH LINE BEING 141.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF SAID COVENTRY DRIVE, SAID POINT BEING THE NORTHEAST CORNER OF THE MICHAEL GREENWOOD PROPERTY AS RECORDED IN INSTRUMENT JY-0204; THENCE N85°52'06"W ALONG THE NORTH LINE OF THE SAID GEORGIAN HILLS SUBDIVISION A DISTANCE OF 107.57 FEET TO A POINT ON A NORTH LINE OF THE MEMPHIS HOME RENTALS LLC PROPERTY AS RECORDED IN INSTRUMENT 11042938; THENCE N53°36'13"W ALONG A NORTH LINE OF THE SAID MEMPHIS HOME RENTALS LLC PROPERTY A DISTANCE OF 29.44 FEET TO A FOUND IRON PIN AT AN ANGLE POINT IN SAID NORTH LINE; THENCE S86°55'19"W AND CONTINUING ALONG A NORTH LINE OF THE SAID MEMPHIS HOME RENTALS LLC PROPERTY A DISTANCE OF 125.23 FEET TO THE NORTHWEST CORNER OF THE SAID MEMPHIS HOME RENTALS LLC PROPERTY, SAID POINT ALSO LIES ON THE NORTH LINE OF THE SAID GEORGIAN HILLS SUBDIVISION; THENCE N85°52'06"W ALONG THE NORTH LINE OF THE SAID GEORGIAN HILLS SUBDIVISION A DISTANCE OF 38.94 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF THE CANADIAN NATIONAL RAILROAD 100 FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE N36°25'41"E ALONG THE SOUTHEAST RIGHT-

OF-WAY LINE OF SAID RAILROAD A DISTANCE OF 286.42 FEET TO THE SOUTHEAST CORNER OF THE IDL-2, LLC PROPERTY AS RECORDED IN INSTRUMENT 17131737; THENCE N49°18'33"E ALONG THE SOUTH LINE OF THE SAID IDL-2, LLC PROPERTY A DISTANCE OF 17.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.18 FEET, AN ARC LENGTH OF 347.44 FEET (CHORD N71°25'08"E – 338.88 FEET) TO THE POINT OF TANGENCY; THENCE S86°28'16"E AND CONTINUING ALONG THE SOUTH LINE OF THE SAID IDL-2, LLC PROPERTY, PASSING THROUGH A FOUND IRON PIN AT 4.72 FEET, FOR A TOTAL DISTANCE OF 61.15 FEET TO A FOUND IRON PIN AT THE SOUTHEAST CORNER OF THE SAID IDL-2, LLC PROPERTY, SAID POINT ALSO LIES ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID STEELE STREET; THENCE S36°23'47"W ALONG THE NORTHWEST RIGHT-OF-WAY LINE SAID STEELE STREET A DISTANCE OF 229.23 FEET TO THE POINT OF BEGINNING.

This is the same property conveyed to the Grantor by Deed recorded as Instrument No. 21074833 in the Register's Office of Shelby County, Tennessee and being further identified as Parcel I.D. Number 071001 00071.

TO HAVE AND TO HOLD the aforescribed real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee, its heirs, or successors and assigns in fee simple forever.

The Grantor does hereby covenant with the Grantee that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons; and that the same is unencumbered, except for:

- 2022 City of Memphis and Shelby County real property taxes, not yet due and payable;
- Possible right of Railroad to increase its right-of-way to the full extent of its Charter of record in Book 7, Page 607, as amended in Book 100, Page 531; and Book 126, Page 427, in the aforesaid Register's Office.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their gender and number according to the context of this instrument.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by and through its duly authorized officer(s) the day and year first above written.

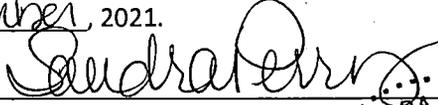
BELZ INVESTCO GP  
By: URCO, Inc., its Managing Partner

By:   
Ronald A. Belz, President

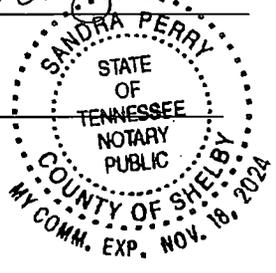
**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, a Notary Public of the State and County aforesaid, personally appeared RONALD A. BELZ, PRESIDENT of URCO, INC., a Tennessee corporation, said corporation is the managing partner of BELZ INVESTCO GP, a Tennessee general partnership, with whom I am personally acquainted, and who, upon oath acknowledged that he is the PRESIDENT of URCO, INC., managing partner of BELZ INVESTCO GP, and that he as such PRESIDENT, executed the foregoing instrument for the purpose therein contained by signing the name of such partnership by such corporation, as the managing partner by himself as PRESIDENT of such corporation.

WITNESS my hand and Notarial seal, at office in Memphis, Tennessee, this, the 13<sup>th</sup> day of September, 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**PROPERTY ADDRESS:**

Vacant Land  
Memphis, TN 38103  
Parcel I.D. Nos. 071001 00071

**OWNER and MAIL TAX BILLS TO:**

CHMJ-R, LLC  
7152 Bell Manor Cove  
Germantown, TN 38138-1900  
Attention: Henry G. Rudner

Conveyance Tax	\$109.68
Recording Fees	\$25.00
E-File Document Fee	\$2.00
Register's Fee	\$1.00
DP Fee	\$2.00
<b>Total Due:</b>	<b>\$139.68</b>

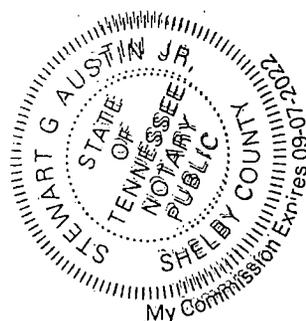
I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$29,644.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Cheri R. Puchet  
Affiant

Subscribed and sworn to before me this 13 day of Sept, 2021.

[Signature]  
Notary Public

Commission Expires: \_\_\_\_\_



Return to:  
 Elizabeth Marston-Moore, Esq.  
 Martin, Tate, Morrow & Marston, P.C.  
 22 N. Front St., 11th Floor  
 Memphis, TN 38103-1182

EB 8305

3

**SPECIAL WARRANTY DEED**

This instrument prepared by: Riley, Ford, Caldwell & Cork, P.A.  
 P. O. Box 1836  
 Tupelo, MS 38802

THIS INDENTURE, made and entered into this 3<sup>rd</sup> day of  
DECEMBER, 1993 by and between BANK OF MISSISSIPPI, a  
 Mississippi banking corporation, Party of the first part, and IDL,  
 INC., a Tennessee corporation, Party of the second part

WITNESSETH: That for the consideration hereinafter expressed  
 the said party of the first part has bargained and sold and does  
 hereby bargain, sell, convey and confirm unto the said party of the  
 second part the following described real estate, situated and being  
 in County of Shelby, State of Tennessee, to-wit:

Beginning at a point in the Northwest line of Steele Road  
 (80 feet wide) a distance of 837.67 feet Southwestwardly  
 from the Westward projection of the center line of Durham  
 Drive as measured along the Northwest line of Steele  
 Road; thence Southwestwardly along the Northwest line of  
 Steele Road and along a curve to the right, having a  
 radius of 460 feet, a distance of 69.83 feet to a point  
 of reverse curve; thence Southwestwardly along the  
 Northwest line of Steele Road and along a curve to the  
 left, having a radius of 540 feet, a distance of 444.44  
 feet to a point of tangency; thence South 33 degrees, 38  
 minutes and 15 seconds West along the Northwest line of  
 Steele Road a distance of 125.24 feet to a point; thence  
 North 88 degrees, 38 minutes 03 seconds West a distance  
 of 56.23 feet to a point of curvature; thence  
 Southwestwardly along a curve to the left, having a  
 radius of 450.18 feet, a distance of 352.37 feet to a  
 point of tangency; thence South 46 degrees, 31 minutes 07  
 seconds West 17.80 feet to a point in the Southeast line  
 of the Illinois Central Railroad Right-of-Way; thence  
 North 33 degrees, 38 minutes, 15 seconds East along said  
 Southeast line a distance of 900.02 feet to a point;  
 thence South 56 degrees, 21 minutes, 45 seconds East a  
 distance of 470.21 feet to the point of beginning.

Subject to Utility Easement of record in Book 3884, Page 15 of  
 the Shelby County Register's Office.

Subject to Utility Easement of record in Book 3884, Page 17 of  
 the Shelby County Register's Office.

Subject to Utility Easement of record in Book 6155, Page 84 of  
 the Shelby County Register's Office.

Subject to Utility Easement of record in Instrument K5-9608 of  
 the Shelby County Register's Office.

This is the same real estate conveyed to Party of the first  
 part by Substitute Trustee's Deed of record as Instrument No. DM  
 1497 of the Shelby County Register's Office.

TO HAVE AND TO HOLD the aforesaid real estate, together with  
 all the appurtenances and hereditaments thereunto belonging or in  
 any wise appertaining unto the said party of the second part, its  
 heirs and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for the lien of 1994 taxes, not yet due and payable, and that the title and quiet possession thereto it will warrant against the lawful claims of all persons claiming under grantor.

THE CONSIDERATION for this conveyance is as follows:

TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged.

WITNESS the signatures of the said Party of the first part the day and year first above written.

BANK OF MISSISSIPPI

BY: *G. Livingston* EVP

ATTEST:

*David Hall* VP

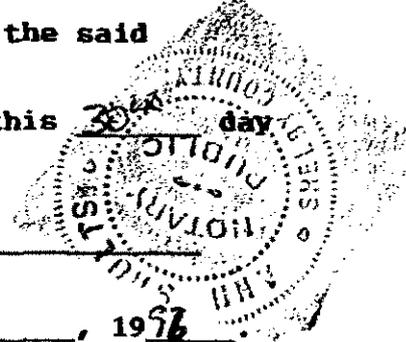
STATE OF Tennessee, COUNTY OF Shelby

Before me the undersigned notary public in and for the County and State aforesaid, personally appeared Coy Livingston and J. David Hall with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged themselves to be the EXECUTIVE VICE PRESIDENT and VICE PRESIDENT, respectively of BANK OF MISSISSIPPI the within named bargainer, a corporation, and they as such EXECUTIVE VICE PRESIDENT and VICE PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said EXECUTIVE VICE PRESIDENT and attesting the same by the said VICE PRESIDENT.

WITNESS my hand and official seal at office this 30<sup>th</sup> day of December, 1993.

*A. Sult*  
NOTARY PUBLIC

My Commission Expires 26<sup>th</sup> day of August, 1996



EB 8305

STATE OF TENNESSEE, COUNTY OF SHELBY

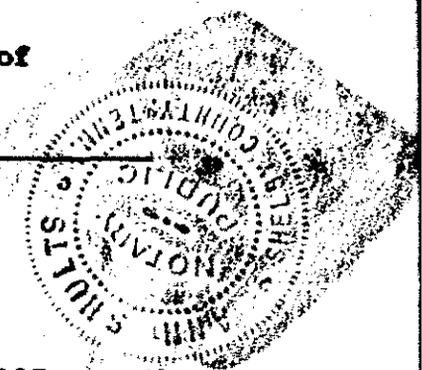
I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 540,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

*[Handwritten Signature]*  
Affiant

Subscribed and sworn to before me this the 30<sup>th</sup> day of DECEMBER, 1993.

*[Handwritten Signature]*  
NOTARY PUBLIC

My Commission Expires: My Commission Expires Aug. 28, 1999



Property Address: 4171 Steele Road, Memphis, TN 38127  
Tax Parcel ID # 071-001-072  
Mail tax bills to: IDL, Inc.  
P.O. Box 525  
Memphis, TN 38101

SHELBY COUNTY  
REGISTER OF DEEDS  
94 JAN -3 PM 12: 22

EB8305

EB 8305	
D/C	<u>c 24</u>
P.C.	<u>3</u>
Val	<u>540,000.00</u>
STATE T. X	<u>1998.00</u>
REGISTER'S FEE	<u>100</u>
RECORDING FEE	<u>12.00</u>
WT <input type="checkbox"/> MISC FEE	
TOTAL	<u>2011.00</u>
STATE OF TENNESSEE SHELBY COUNTY GUY R. BATES REGISTER	



# Shelby County Tennessee

## *Shelandra Y Ford*

Shelby County Register

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As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



21114643

09/15/2021 - 09:34:09 AM

4 PGS	
HERTHA 2300539 - 21114643	
VALUE	3970356.00
MORTGAGE TAX	0.00
TRANSFER TAX	14690.32
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	14713.32

SHELANDRA Y FORD  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**THIS INSTRUMENT PREPARED BY:**

Andrea S. Bienstock, Esq.  
100 Peabody Place, Suite 1400  
Memphis, Tennessee 38103

**RETURN TO:**

Stewart G. Austin, Esq,  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 400  
Memphis, TN 38119

**WARRANTY DEED**

THIS INDENTURE, made and entered into this 13th day of September 2021, by and between, URCO, INC., a Tennessee corporation (hereinafter referred to as "Grantor") and CHMJ-R, LLC, a Tennessee limited liability company (hereinafter referred to as "Grantee"),

**WITNESSETH:**

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the Grantee the following described real estate, situated and being in Memphis, County of Shelby, State of Tennessee:

**PARCEL 1:**

BEING A DESCRIPTION OF PART OF THE URCO, INC. PROPERTY AS RECORDED IN INSTRUMENT 17002289 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STEELE ROAD (80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND DURHAM DRIVE (60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N53°33'59"W ALONG THE WESTWARDLY EXTENSION OF THE CENTERLINE OF SAID DURHAM DRIVE A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID STEELE STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S36°26'01"W ALONG THE WEST LINE OF SAID STEELE STREET A DISTANCE OF 528.86 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE WEST LINE OF SAID STEELE STREET ALONG A 460.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 308.95 FEET (CHORD S55°35'22"W - 303.18 FEET) TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF THE IDL-2, LLC. PROPERTY AS RECORDED IN INSTRUMENT EB-8305 AT SAID REGISTER'S OFFICE; THENCE N53°33'59"W ALONG THE NORTH LINE OF THE SAID IDL-2, LLC PROPERTY A DISTANCE OF 470.52 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY (100.00 FOOT RIGHT-OF-WAY); THENCE N36°26'01"E ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 815.31 FEET TO A POINT; THENCE S53°33'59"E A DISTANCE OF 570.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

BEING A DESCRIPTION OF PART OF THE URCO, INC. PROPERTY AS RECORDED IN INSTRUMENT 17002289 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN

MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STEELE ROAD (80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND DURHAM DRIVE (60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N53°33'59"W ALONG THE WESTWARDLY EXTENSION OF THE CENTERLINE OF SAID DURHAM DRIVE A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID STEELE STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE N53°33'59"W A DISTANCE OF 570.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY (100.00 FOOT RIGHT-OF-WAY); THENCE N36°26'01"E ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 404.69 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 5730.00 FEET, AN ARC LENGTH OF 95.29 FEET (CHORD N36°54'36"E – 95.29 FEET) TO A POINT; THENCE S53°33'59"E A DISTANCE OF 569.21 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID STEELE STREET (DEDICATED IN PLAT BOOK 21, PAGE 48) (NOT IMPROVED OR BUILT); THENCE S36°26'01"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STEELE STREET A DISTANCE OF 499.98 FEET TO THE POINT OF BEGINNING.

This is the same property conveyed to the Grantor by Deed recorded as Instrument No. 17002289 and Instrument No. 21074832 in the Register's Office of Shelby County, Tennessee and being further identified as Parcel I.D. Numbers 071001 00046 and 071001 00045.

TO HAVE AND TO HOLD the aforescribed real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee, its heirs, or successors and assigns in fee simple forever.

The Grantor does hereby covenant with the Grantee that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons; and that the same is unencumbered, except for:

- 2022 City of Memphis and Shelby County real property taxes, not yet due and payable;
- MLGW Easements of record in Book 3884, Page 15, and at Instrument No. 18036870 in the Shelby County Register's Office, and as shown on survey by The Reaves Firm dated May 24, 2021; and
- Possible right of Railroad to increase its right-of-way to the full extent of its Charter of record in Book 7, Page 607, as amended in Book 100, Page 531; and Book 126, Page 427, in the aforesaid Register's Office.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their gender and number according to the context of this instrument.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by and through its duly authorized officer(s) the day and year first above written.

URCO, INC.

By: Ronald A. Belz  
 Ronald A. Belz, President

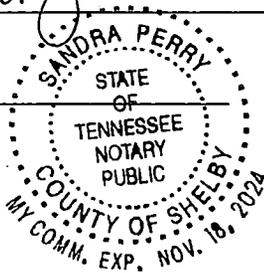
**STATE OF TENNESSEE  
 COUNTY OF SHELBY**

Before me, a Notary Public of the State and County aforesaid, personally appeared RONALD A. BELZ, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the PRESIDENT of URCO, INC., the within named bargainer, a Tennessee corporation, and that he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such PRESIDENT

WITNESS my hand and Notarial seal, at office this 13<sup>th</sup> day of September, 2021.

Sandra Perry  
 Notary Public

My Commission Expires: \_\_\_\_\_



**PROPERTY ADDRESS:**

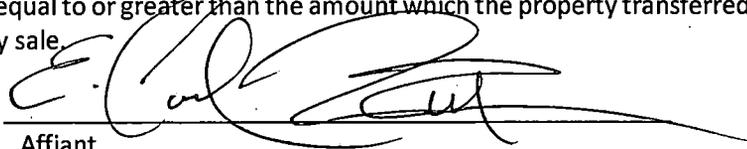
4183 Steele Road  
 Memphis, TN 38103  
 Parcel I.D. Nos. 071001 00046 and 071001 00045

**OWNER and MAIL TAX BILLS TO:**

CHMJ-R, LLC  
 7152 Bell Manor Cove  
 Germantown, TN 38138-1900  
 Attention: Henry G. Rudner

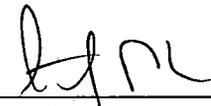
Conveyance Tax	\$14690.32
Recording Fees	\$25.00
E-File Document Fee	\$2.00
Register's Fee	\$1.00
DP Fee	\$2.00
<b>Total Due:</b>	<b>\$14720.32</b>

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$3,970,356.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

  
\_\_\_\_\_

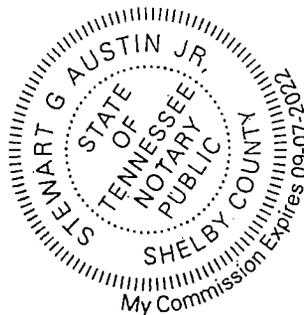
Affiant

Subscribed and sworn to before me this 13 day of Sept., 2021.

  
\_\_\_\_\_

Notary Public

Commission Expires: \_\_\_\_\_





# Shelby County Tennessee

## *Shelandra Y Ford*

Shelby County Register

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As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



21114643

09/15/2021 - 09:34:09 AM

4 PGS	
HERTHA 2300539 - 21114643	
VALUE	3970356.00
MORTGAGE TAX	0.00
TRANSFER TAX	14690.32
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	14713.32

SHELANDRA Y FORD  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**THIS INSTRUMENT PREPARED BY:**

Andrea S. Bienstock, Esq.  
100 Peabody Place, Suite 1400  
Memphis, Tennessee 38103

**RETURN TO:**

Stewart G. Austin, Esq,  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 400  
Memphis, TN 38119

**WARRANTY DEED**

THIS INDENTURE, made and entered into this 13th day of September 2021, by and between, URCO, INC., a Tennessee corporation (hereinafter referred to as "Grantor") and CHMJ-R, LLC, a Tennessee limited liability company (hereinafter referred to as "Grantee"),

**WITNESSETH:**

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the Grantee the following described real estate, situated and being in Memphis, County of Shelby, State of Tennessee:

**PARCEL 1:**

BEING A DESCRIPTION OF PART OF THE URCO, INC. PROPERTY AS RECORDED IN INSTRUMENT 17002289 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STEELE ROAD (80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND DURHAM DRIVE (60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N53°33'59"W ALONG THE WESTWARDLY EXTENSION OF THE CENTERLINE OF SAID DURHAM DRIVE A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID STEELE STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S36°26'01"W ALONG THE WEST LINE OF SAID STEELE STREET A DISTANCE OF 528.86 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE WEST LINE OF SAID STEELE STREET ALONG A 460.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 308.95 FEET (CHORD S55°35'22"W - 303.18 FEET) TO A FOUND 3/4" PIPE AT THE NORTHEAST CORNER OF THE IDL-2, LLC. PROPERTY AS RECORDED IN INSTRUMENT EB-8305 AT SAID REGISTER'S OFFICE; THENCE N53°33'59"W ALONG THE NORTH LINE OF THE SAID IDL-2, LLC PROPERTY A DISTANCE OF 470.52 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY (100.00 FOOT RIGHT-OF-WAY); THENCE N36°26'01"E ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 815.31 FEET TO A POINT; THENCE S53°33'59"E A DISTANCE OF 570.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

BEING A DESCRIPTION OF PART OF THE URCO, INC. PROPERTY AS RECORDED IN INSTRUMENT 17002289 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN

MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STEELE ROAD (80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND DURHAM DRIVE (60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N53°33'59"W ALONG THE WESTWARDLY EXTENSION OF THE CENTERLINE OF SAID DURHAM DRIVE A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID STEELE STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE N53°33'59"W A DISTANCE OF 570.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY (100.00 FOOT RIGHT-OF-WAY); THENCE N36°26'01"E ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 404.69 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 5730.00 FEET, AN ARC LENGTH OF 95.29 FEET (CHORD N36°54'36"E – 95.29 FEET) TO A POINT; THENCE S53°33'59"E A DISTANCE OF 569.21 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID STEELE STREET (DEDICATED IN PLAT BOOK 21, PAGE 48) (NOT IMPROVED OR BUILT); THENCE S36°26'01"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STEELE STREET A DISTANCE OF 499.98 FEET TO THE POINT OF BEGINNING.

This is the same property conveyed to the Grantor by Deed recorded as Instrument No. 17002289 and Instrument No. 21074832 in the Register's Office of Shelby County, Tennessee and being further identified as Parcel I.D. Numbers 071001 00046 and 071001 00045.

TO HAVE AND TO HOLD the aforescribed real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee, its heirs, or successors and assigns in fee simple forever.

The Grantor does hereby covenant with the Grantee that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons; and that the same is unencumbered, except for:

- 2022 City of Memphis and Shelby County real property taxes, not yet due and payable;
- MLGW Easements of record in Book 3884, Page 15, and at Instrument No. 18036870 in the Shelby County Register's Office, and as shown on survey by The Reaves Firm dated May 24, 2021; and
- Possible right of Railroad to increase its right-of-way to the full extent of its Charter of record in Book 7, Page 607, as amended in Book 100, Page 531; and Book 126, Page 427, in the aforesaid Register's Office.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their gender and number according to the context of this instrument.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by and through its duly authorized officer(s) the day and year first above written.

URCO, INC.

By: Ronald A. Belz  
 Ronald A. Belz, President

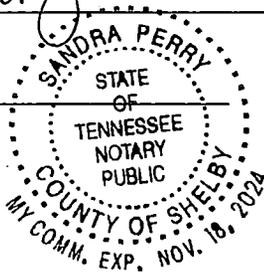
**STATE OF TENNESSEE  
 COUNTY OF SHELBY**

Before me, a Notary Public of the State and County aforesaid, personally appeared RONALD A. BELZ, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the PRESIDENT of URCO, INC., the within named bargainer, a Tennessee corporation, and that he executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such PRESIDENT

WITNESS my hand and Notarial seal, at office this 13<sup>th</sup> day of September, 2021.

Sandra Perry  
 Notary Public

My Commission Expires: \_\_\_\_\_



**PROPERTY ADDRESS:**

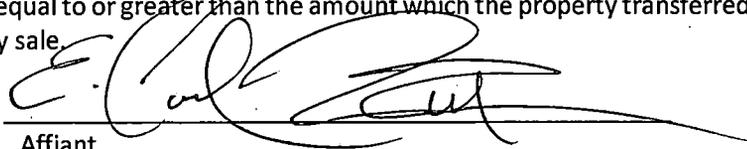
4183 Steele Road  
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**OWNER and MAIL TAX BILLS TO:**

CHMJ-R, LLC  
 7152 Bell Manor Cove  
 Germantown, TN 38138-1900  
 Attention: Henry G. Rudner

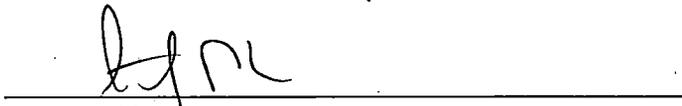
Conveyance Tax	\$14690.32
Recording Fees	\$25.00
E-File Document Fee	\$2.00
Register's Fee	\$1.00
DP Fee	\$2.00
<b>Total Due:</b>	<b>\$14720.32</b>

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$3,970,356.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

  
\_\_\_\_\_

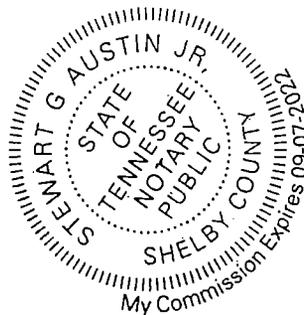
Affiant

Subscribed and sworn to before me this 13 day of Sept., 2021.

  
\_\_\_\_\_

Notary Public

Commission Expires: \_\_\_\_\_



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S7 0944  
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## SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 30th day of July, 1981, by and between FEDERAL EXPRESS CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the first part, and BICO ASSOCIATES, a Tennessee limited partnership, the general partners of which are Jack A. Belz and Martin S. Belz, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the City of Memphis, County of Shelby, State of Tennessee:

PROPERTY GROUP A:PARCEL I:

Beginning at a point in the east line of the Illinois Central Right-of-Way, said point being the northwest corner of Section G, Georgian Hills Subdivision; thence south  $88^{\circ}38'3''$  east, a distance of 38.94 feet more or less to a point; thence north  $84^{\circ}1'55''$  east, a distance of 125.49 feet, more or less to a point; thence south  $56^{\circ}21'45''$  east, a distance of 120.38 feet, more or less, to a point in the west line of Steele Road (80.0 feet wide); thence in a northerly direction along the west line of Steele Road a distance of 680.0 feet, more or less to a point of curve, thence on a curve to the right with a radius of 540 feet a distance of 440 feet more or less to the southeast corner of property conveyed to Union Realty Company; thence in a westerly direction along the south line of said Union Realty Company property a distance of 470.21 feet, more or less, to a point in the east line of the Illinois Central Railroad Right-of-Way; thence in a southerly direction along the east line of the Illinois Central Railroad Right-of-Way a distance of 1,210 feet, more or less, to the point of beginning.

PARCEL II:

Beginning at a point in the east line of Steele Road (80 feet wide) which point is 165.43 feet, more or less, northwardly as measured along the east line of Steele Road from the northerly line of Coventry Drive; thence south  $88^{\circ}38'3''$  east along the northerly line of First Addition of Bellover Woods Subdivision, and the westwardly projection thereof, a distance of 945.39 feet, more or less, to a point; thence north  $62^{\circ}23'33''$  east, a distance of 119.44 feet, more or less, to a point; thence north  $33^{\circ}38'15''$  east, a distance of 750.0 feet, more or less, to a point in the south line of Durham Drive, which point is also the northwest corner of Lot 58, First Addition, Bellover Woods Subdivision; thence in a westerly direction along the south line of Durham Drive a distance of 506.0 feet, more or less, to a point of curve; thence along a curve to the left having a radius of 30 feet, a distance of 47 feet more or less, to a point in the east line of Steele Road; thence south along the east line of Steele Road a distance of 470.0 feet, more or less, to a point of curve; thence along a curve of the east line of Steele Road to the left having a radius of 540 feet, a distance of 444.44 feet to a point of curve; thence on a curve of the east line of Steele Road to the right having a radius of 460 feet, a distance of 378.59 feet, more or less, to a point of tangency; thence along the east line of Steele Road a distance of 127.36 feet to the point of beginning.

PARCEL III:

Beginning at a point in the intersection of the south line of Millington Road and the centerline of Overton Crossing Road, thence running south  $42^{\circ}1'$  east along the centerline of Overton Crossing Road, a distance of 470.1 feet, thence south  $35^{\circ}1'$  east, a distance of 620.4 feet to an iron pin; thence south  $87^{\circ}1'$  east, a distance of 211 feet, more or less, to an iron pin; thence south  $0^{\circ}19'$  east, a distance of 95 feet, more or less, to a point in the eastward projection of the north line of Fourth Addition, Bellover Woods Subdivision; thence westwardly along the northerly line of said subdivision and the eastward projection thereof, a distance of 1,120 feet, more or less, to the northwest corner of said subdivision, thence south  $16^{\circ}46'4''$  east along the westerly line of said subdivision, a distance of 444.15 feet to a point in the north line of Third Addition to Bellover Woods Subdivision; thence south  $87^{\circ}5'$  west along said north line a distance of 288.67 feet to a point; thence south  $63^{\circ}10'55''$  west, a distance of 193.28 feet to a point; thence south  $43^{\circ}10'3''$  west, a distance of 191.41 feet to a point, said point being the southwest corner of Lot 50, Third Addition to Bellover Woods Subdivision; thence southwesterly along the west line of Lots 47 through 49 of said subdivision and along the west line of Lot 57 of First Addition, Bellover Woods Subdivision, a distance of 352.71 feet to a point in the north line of Durham Drive; thence in a northwesterly direction along the north line of Durham Drive a distance of 506 feet, more or less, to a point of curve; thence along a curve to the right having a radius of 30 feet, a distance of 47 feet, more or less, to a point in the east line of Steele Road; thence north along the east line of Steele Road, a distance of 439.98 feet, more or less, to a point; thence northwesterly, perpendicular to the last described line, a distance of 649.14 feet to a point in the east line of the Illinois Central Railroad Right-of-Way, thence northeasterly along said right-of-way line a distance of 1,722.7 feet, more or less, to a point in the south line of Millington Road; thence northeasterly along the south line of Millington Road, a distance of 504 feet, more or less, to the point of beginning, less and except that part previously conveyed to the City of Memphis by Warranty Deed recorded under Register's Number F4 0279, Register's Office of Shelby County, Tennessee more particularly described as follows: BEGINNING at a point in the intersection of the south line of Millington Road and the center line of Overton Crossing Road; thence south  $40^{\circ}07'$  east along the center line of Overton Crossing Road a distance of 469.99 feet to a point; thence south  $33^{\circ}07'$  east, a distance of 14.825 feet to a point; thence south  $64^{\circ}0'$  west, a distance of 621.02 feet to a point; thence  $26^{\circ}0'$  west, a distance of 472 feet to a point in the south line of Millington Road; thence north  $64^{\circ}0'$  east, along the south line of Millington Road a distance of 356.47 feet to a point; thence north  $64^{\circ}35'$  east, along the south line of Millington Road a distance of 148.02 feet to the point of beginning.

PARCEL IV:

Beginning at a point in the east line of Steele Road (80 feet wide) 165.43 feet as measured along the east line of Steele Road from the northerly line of Coventry Drive, thence south  $88^{\circ}38'3''$  east, along the westwardly projection of the northerly line of First Addition to Bellover Woods Subdivision, a distance of 96.82 feet to a point in the westerly line of said subdivision; thence south along the westerly line of said subdivision a distance of 140 feet to a point in the north line of Coventry Drive, thence west along the north line of Coventry Drive a distance of 130.80 feet to a point of curve; thence along a curve to the right having a radius of 30 feet, a distance of 64.02 feet to a point in the east line of Steele Road; thence north along the east line of Steele Road a distance of 165.43 feet to the point of beginning.

PARCEL V:

Beginning at the intersection of the south line of Coventry Drive and the westerly line of First Addition, Bellover Woods Subdivision; thence south along the westerly line of said subdivision a distance of 141 feet to a point in the north line of Section G, Georgian Hills Subdivision; thence west along the north line of Section G, Georgian Hills Subdivision a distance of 213.04 feet to a point; thence in a northwesterly direction a distance of 83.90 feet to a point in the east line of Steele Road, said point being 109.76 feet as measured along the east line of Steele Road from the south line of Coventry Drive; thence north along the east line of Steele Road a distance of 54.64 feet to a point of curve; thence on a curve to the right having a radius of 100 feet, a distance of 175 feet to a point in the south line of Coventry Drive; thence along the south line of Coventry Drive a distance of 167.99 feet to the point of beginning.

PARCEL VI:

Part of Lot 1, Bradshaw Subdivision, more particularly described by metes and bounds as follows: BEGINNING at the point of intersection of the present west line of Range Line Street (50 feet wide) and the north line of St. Elmo Avenue (50 feet wide); thence south  $72^{\circ}10'$  west, along the north line of St. Elmo Avenue 153.65 feet to a point in the south line of Old Point Church Road; thence north  $75^{\circ}43'$  west, along the south line of Old Point Church Road 220.89 feet to a point; thence north  $62^{\circ}23'$  west along the south line of Old Point Church Road 138.31 feet to a point; thence north  $72^{\circ}23'$  west, along the south line of Old Point Church Road 81.58 feet to a point in the east line of Brookmeade Subdivision; thence north  $0^{\circ}14'$  east, along said east line of Brookmeade Subdivision 461 feet to an old iron stake in the south line of the Beacon Hills Subdivision; thence east along the south line of Beacon Hills Subdivision 558.84 feet to a point in the present west line of Range Line Street; thence south along said west line 557.27 feet to the point of beginning and containing 7.08 acres of land.

Less and except the following property:

Beginning at a point in the northwest line of Steele Road a distance of 837.67 feet southwardly as measured along said northwest line from its point of intersection with the westward projection of the center line of Durham Drive; thence southwestwardly along the northwest line of Steele Road and on a curve to the right, having a radius of 460 feet, a distance of 69.83 feet to a point; thence southwestwardly along the northwest line of Steele Road and on a curve to the left, having a radius of 540 feet, a distance of 444.44 feet to a point of tangency; thence southwestwardly along the northwest line of Steele Road a distance of 125.24 feet to a point; thence southwestwardly with an angle of  $122^{\circ}16'18''$  in the northwest quadrant a distance of 56.23 feet to a point of curvature; thence southwestwardly and on a curve to the left, having a radius of 450.18 feet, a distance of 352.37 feet to a point of tangency; thence southwestwardly 17.8 feet to a point in the southeast line of the Illinois Central Railroad Right-of-Way; thence northeastwardly along said southeast line a distance of 900.02 feet to a point, said point being 815 feet southwardly from the westward projection of the center line of Durham Drive, thence southeastwardly a distance of 470.21 feet to the point of beginning, and containing 4.642 acres of land.

S7 0944

PROPERTY GROUP BPARCEL I:

Beginning at a point in the southeast line of U.S. Highway No. 70 (160 feet wide) a distance of 514.88 feet southwestwardly, as measured along the southeast line of said highway, from its intersection with the center line of Macon Road (as relocated); said point of beginning being in the north line of said property described in deed of record in Book 1870, Page 400, Shelby County Register's Office; thence south  $88^{\circ}18'43''$  east, along said north line a distance of 542.28 feet to a point in the southwest line of Macon Road (as relocated); thence south  $44^{\circ}22'$  east, along the southwest line of Macon Road a distance of 149.53 feet to an angle point therein; thence continuing along the southwest line of Macon Road south  $39^{\circ}59'$  east, a distance of 352.48 feet to a point in the northwest line of Fletcher Creek Greenway right-of-way; thence along the northwesterly line of the Fletcher Creek Greenway right-of-way three (3) courses as follows: south  $74^{\circ}34'17''$  west, a distance of 300.00 feet to a point; thence north  $60^{\circ}25'43''$  west, a distance of 226.27 feet to a point; thence south  $67^{\circ}56'29''$  west, a distance of 1,124.41 feet to a point in the southeast line of U.S. Highway No. 70; thence north  $39^{\circ}54'$  east, along the southeast line of said highway a distance of 1,021.19 feet to the point of beginning; containing 10.951 acres.

Party of the first part does further convey any and all interest it might have in and to Fletcher Creek.

PARCEL II:

BEGINNING at a point in the southeast line of U.S. Highway No. 70 (160 feet wide) a distance of 2,062.11 feet southwestwardly, as measured along the southeast line of said highway, from its intersection with the center of Macon Road (as relocated); said point of beginning being in the southerly line of the Fletcher Creek Greenway right-of-way; thence along the southerly line of Fletcher Creek Greenway right-of-way five (5) courses as follows: south  $50^{\circ}06'$  east, 88.57 feet to a point; thence south  $87^{\circ}59'30''$  east, a distance of 205.92 feet to a point; thence north  $69^{\circ}52'46''$  east, a distance of 1,442.69 feet to a point; thence north  $29^{\circ}34'17''$  east, a distance of 149.37 feet to a point; thence north  $74^{\circ}34'17''$  east, a distance of 239.99 feet to a point in the west line of the Philsar Development Company property; thence along the line dividing the said Sammons property and the said Philsar Development Company property four (4) courses as follows: south  $2^{\circ}23'$  west, a distance of 968.58 feet to a point; thence north  $89^{\circ}08'$  west, a distance of 984.00 feet to a point; thence north  $2^{\circ}23'$  east, a distance of 119.50 feet to a point; thence north  $88^{\circ}31'30''$  west, a distance of 977.85 feet to a point; said point being 87.80 feet eastwardly from the east line of U.S. Highway No. 70, as measured along the north line of the Philsar Development Company property; thence north  $2^{\circ}44'40''$  east, along the west line of said Sammons property a distance of 113.26 feet to a point in the southeast line of said highway; thence north  $39^{\circ}54'$  east, along said highway a distance of 90.17 feet to the beginning point; containing 21.094 acres.

S7 0944

PARCEL III:

BEGINNING at the intersection of the east boundary line of said Weaver Property with the southeast line of U.S. Highway No. 70 (160 feet wide); said point of beginning also being in the west boundary line of the property of Ruth I. Sammons described in deed of record in Book 1870, Page 400, Shelby County Register's Office; thence south  $2^{\circ}44'40''$  west, along the line dividing said Weaver property and said Sammons property, a distance of 113.26 feet to a point in the north boundary line of the Philsar Development Company's property; thence north  $88^{\circ}53'57''$  west, along the line dividing said Weaver property and the property of Philsar Development Company a distance of 87.80 feet to a point in the southeast line of U.S. Highway No. 70 (160 feet wide); thence north  $39^{\circ}54'$  east, along the southeast line of said highway a distance of 145.31 feet to the point of beginning; containing 0.114 acres.

PROPERTY GROUP C:

Part of the Beale Street Urban Renewal Area Project No. Tenn R-77, and also being described as 3.80 acres bounded on the west by Third Street, on the north by Gayoso Avenue, on the east by Fourth Street, and on the south by McCall Avenue (proposed), and being more particularly described as follows:

BEGINNING at a point in the south line of Gayoso Avenue, 36.84 feet eastwardly from the P.I. of the curve at the southeast corner of Gayoso Avenue and Third Street; thence south  $69^{\circ}18'10''$  east with the south line of Gayoso Avenue 580.11 feet to beginning of a curve; thence southeastwardly by a curve to the right, having a radius of 30 feet, a distance of 41.02 feet as measured along the arc of said curve to the end of the curve; thence south  $09^{\circ}02'46''$  west with the west line of Fourth Street 131.65 feet to the beginning of a curve; thence southwardly by a curve to the left along the west line of Fourth Street, having a radius of 417.97 feet, a distance of 34.54 feet as measured along the arc of said curve to the end of the curve and the beginning of another curve; thence southwestwardly by a curve to the right, having a radius of 30 feet, a distance of 52.04 feet as measured along the arc of said curve to the end of the curve; thence north  $76^{\circ}18'19''$  west, with the north line of McCall Avenue (proposed) 571.44 feet to a point; thence northwestwardly by a curve to the right having a radius of 30 feet, a distance of 44.67 feet as measured along the arc of said curve to the end of the curve; thence north  $09^{\circ}00'52''$  east, with the east line of Third Street 239.47 feet to a point; thence by a curve to the right having a radius of 30 feet, a distance of 53.24 feet as measured along the arc of said curve to the point of beginning and containing 165,513 square feet or 3.80 acres.

Being the same property conveyed to party of the first part by Warranty Deed of record under Register's No. S7-0942, Register's Office of Shelby County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever.

S7 0944

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for 1981 city and county taxes, the payment of which is hereby assumed by party of the second part, and restrictions, building lines and easements of record, to which this conveyance is subject and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it, but not further or otherwise.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

ATTEST: [Signature]  
Not. Sec.  
STATE OF TENNESSEE  
COUNTY OF SHELBY

FEDERAL EXPRESS CORPORATION  
BY: [Signature]  
Senior Vice President

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Kenneth R. Masterson with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Senior Vice President of FEDERAL EXPRESS CORPORATION, the within named bargainor, a corporation, and that he as such Senior Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Senior Vice President.

WITNESS my hand and Official Seal at office this 30th day of July, 1981.

[Signature]  
Notary Public

My Commission Expires: My Commission Expires Aug. 26, 1984

This Instrument Prepared by and Return to:  
Kriger, Harkavy, Shainberg & Kosten  
81 Madison Building, Suite 600  
Memphis, Tennessee 38103

Property Address: vacant  
Mail Tax Bills to:  
BICO Associates  
5118 Park Avenue  
Memphis, TN 38117

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$1,565,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Signature]  
Affiant

Subscribed and sworn to before me this 30th day of July, 1981.

[Signature]  
Notary Public

My Commission Expires: 8/26/84

STATE TAX 4,069.00  
REGISTERING FEE .50  
RECORDING FEE 18.00  
AUG 18 2 02 7 M 81  
4,087.50

S 7 0 9 4 4

18.00  
4,069.50  
7,069.00  
15.00  
4,084.50



# Shelby County Tennessee

## *Shelandra Y Ford*

Shelby County Register

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As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



21141188

11/09/2021 - 02:37:32 PM

4 PGS	
KRISTINA 2335467 - 21141188	
VALUE	25000.00
MORTGAGE TAX	0.00
TRANSFER TAX	92.50
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	115.50

SHELANDRA Y FORD  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**THIS INSTRUMENT PREPARED BY:**

Andrea S. Bienstock, Esq.  
100 Peabody Place, Suite 1400  
Memphis, Tennessee 38103

**RETURN TO:**

Stewart G. Austin, Esq.  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 400  
Memphis, TN 38119

**WARRANTY DEED**

THIS INDENTURE, made and entered into this 8th day of November, 2021, by and between BICO ASSOCIATES GP, a Tennessee general partnership (hereinafter referred to as "Grantor") and C&H ENTERPRISES VI, LLC, a Tennessee limited liability company (hereinafter referred to as "Grantee"),

**WITNESSETH:**

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the Grantee the following described real estate, situated and being in Memphis, County of Shelby, State of Tennessee:

**Parcel I:**

Beginning at a point in the east line of Steele Road (80 feet wide) which point is 165.43 feet, more or less, northwardly as measured along the east line of Steele Road from the northerly line of Coventry Drive; thence South 88°38'3" East along the northerly line of First Addition of Bellover Woods Subdivision, and the westwardly projection thereof, a distance of 945.39 feet, more or less, to a point; thence North 62°23'33" East, a distance of 119.44 feet, more or less, to a point; thence North 33°38'15" East, a distance of 750.0 feet, more or less, to a point in the south line of Durham Drive, which point is also the northwest corner of Lot 58, First Addition, Bellover Woods Subdivision; thence in a westerly direction along the south line of Durham Drive a distance of 506.0 feet, more or less, to a point of curve; thence along a curve to the left having a radius of 30 feet, a distance of 47 feet, more or less, to a point in the east line of Steele Road; thence south along the east line of Steele Road a distance of 470.0 feet, more or less, to a point of curve; thence along a curve of the east line of Steele Road to the left having a radius of 540 feet, a distance of 444.44 feet to a point of curve; thence on a curve of the east line of Steele Road to the right having a radius of 460 feet, a distance of 378.59 feet, more or less, to a point of tangency; thence along the east line of Steele Road a distance of 127.36 feet to the point of beginning.

**Parcel II:**

Beginning at point in the east line of Steele Road (80 feet wide) 165.43 feet as measured along the east line of Steele Road from the northerly line of Coventry Drive, thence South 88°38'3" East, along the westwardly projection of the northerly line of First Addition to Bellover Woods Subdivision, a distance of 96.82 feet to a point in the westerly line of said subdivision; thence south along the westerly line of said subdivision a distance of 140 feet to a point in the north line of Coventry Drive; thence west along the north line of Coventry Drive a distance of 130.80 feet to a point of curve; thence along a curve to the right having a radius of 30 feet, a distance of 64.02 feet to a point in

the east line of Steele Road; thence north along the east line of Steele Road a distance of 165.43 feet to the point of beginning.

This is a portion of the same property conveyed to the Grantor by Warranty Deed recorded under Register's No. S7 0944 in the Register's Office of Shelby County, Tennessee and being further identified as Parcel I.D. Number 071002 00001C.

TO HAVE AND TO HOLD the aforescribed real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee, its heirs, or successors and assigns in fee simple forever.

The Grantor does hereby covenant with the Grantee that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons; and that the same is unencumbered, except for 2022 Shelby County and City of Memphis real property taxes, not yet due and payable.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their gender and number according to the context of this instrument.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by and through its duly authorized officer(s) the day and year first above written.

BICO ASSOCIATES GP  
By: RONAB LLC, its Managing Partner

By: Ronald A. Belz  
Ronald A. Belz, Managing Member

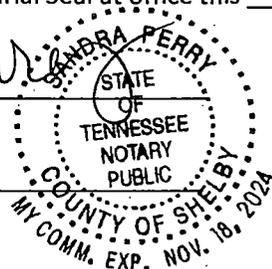
**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared RONALD A. BELZ, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the MANAGING MEMBER of RONAB LLC, a Tennessee limited liability company, the MANAGING PARTNER of BICO ASSOCIATES GP, a Tennessee general partnership, the within named bargainor, and that he as such MANAGING MEMBER, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by such limited liability company by himself as MANAGING MEMBER.

WITNESS my hand and Notarial Seal at office this 5th day of Nov., 2021.

Shelandra Y Ford  
Notary Public

My Commission Expires: \_\_\_\_\_



**PROPERTY ADDRESS:**

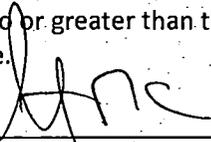
Vacant Property  
Memphis, TN  
Tax Parcel ID's: 071002 00001C

**OWNER'S ADDRESS and MAIL TAX BILLS TO:**

C&H Enterprises VI, LLC  
7125 Bell Manor Cove  
Germantown, TN 38138-1901

Conveyance Tax	\$92.50
Recording Fees	\$20.00
E-File Document Fee	\$2.00
Register's Fee	\$1.00
DP Fee	\$2.00
<b>Total Due:</b>	<b>\$117.50</b>

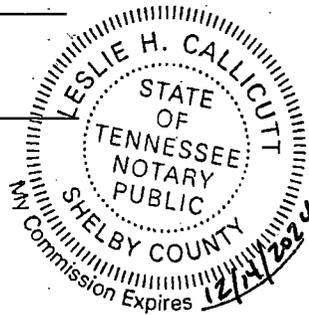
I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$25,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

  
\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this 9 day of Nov., 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 12/14/2024



I, \_\_\_\_\_, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of this attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

\_\_\_\_\_  
SIGNATURE

STATE OF TENNESSEE  
COUNTY OF SHELBY

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, \_\_\_\_\_, a Notary Public for this county and state, \_\_\_\_\_, who acknowledged that this certification of an electronic document is true and correct and whose signature I have witnessed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

Planning & Zoning COMMITTEE: 11/15/2022  
DATE  
PUBLIC SESSION: 11/15/2022  
DATE

ITEM (CHECK ONE)  
       ORDINANCE      X   RESOLUTION           REQUEST FOR PUBLIC HEARING

ITEM DESCRIPTION: Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a special use permit at the subject property located 999 Channel Avenue, Parcel ID Number 050107 00014, known as case number SUP 22-026

CASE NUMBER: SUP 22-026

LOCATION: President's Island - 999 Channel Avenue, Parcel ID Number 050107 00014

COUNCIL DISTRICTS: District 6 and Super District 8

OWNER/APPLICANT: Thompson Valerie Trust/Morgan Steel

REPRESENTATIVE: Brenda Solomito Basar of Solomito Land Planning

REQUEST: To allow a metal recycling facility

AREA: +/-6.64 acres

RECOMMENDATION: The Division of Planning and Development recommended *Approval with conditions*  
The Land Use Control Board recommended *Approval with conditions*

RECOMMENDED COUNCIL ACTION: **Public Hearing Not Required**  
Hearing – November 15, 2022

**PRIOR ACTION ON ITEM:**

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
<u>10/13/2022</u>	DATE
(1) Land Use Control Board	ORGANIZATION - (1) BOARD / COMMISSION
	(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

(2) _____	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____	AMOUNT OF EXPENDITURE
\$ _____	REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

\$ _____	OPERATING BUDGET
\$ _____	CIP PROJECT # _____
\$ _____	FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

	<u>DATE</u>	<u>POSITION</u>
<u>Kendron Cobbs</u>	<u>11/8/22</u>	PRINCIPAL PLANNER
		DEPUTY ADMINISTRATOR
<u>Brett Rydole</u>	<u>11/8/22</u>	ADMINISTRATOR
		DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		<b>CHIEF ADMINISTRATIVE OFFICER</b>
		<b>COMMITTEE CHAIRMAN</b>



## Memphis City Council Summary Sheet

### SUP 22-026

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED ON PRESIDENT'S ISLAND AT 999 CHANNEL AVENUE, PARCEL ID NUMBER 050107 00014, KNOWN AS CASE NUMBER SUP 22-026

- This item is a resolution with conditions for a special use permit to allow a metal recycling facility; and
- The item may require future public improvement contracts.

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, October 13, 2022**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** SUP 22-026

**LOCATION:** President’s Island – 999 Channel Avenue, Parcel ID Number 05010700014

**COUNCIL DISTRICT(S):** District 6 and Super District 8

**OWNER/APPLICANT:** Thompson Valerie Trust / Morgan Steel

**REPRESENTATIVE:** Brenda Solomito Basar of Solomito Land Planning

**REQUEST:** To allow a metal recycling facility

**EXISTING ZONING:** Heavy Industrial (IH)

**AREA:** +/-6.64 acres

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**The following spoke in support of the application:** None

**The following spoke in opposition the application:** None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions.

**The motion passed by a vote of 9-0 on the consent agenda.**

Respectfully,  
*Kendra Cobbs*

Kendra Cobbs, AICP  
Principal Planner  
Land Use and Development Services  
Division of Planning and Development

Cc: Committee Members  
File

**SUP 22-026**  
**CONDITIONS**

1. Future modifications to the site plan will not require re-recording of the site plan unless additional uses/activities are being added that beyond the scope of all prior approvals for the site or this approval.
2. The applicant shall submit a final site plan for administrative review and approval by the Division of Planning and Development.

# SITE PLAN



- Property contains two lots
- Zoned Heavy Industrial (I-H)
- Subdivision Recorded in 1963
- Heavy Industrial uses existed on the site since 1963.
- Leased property for Morgan Steel recycling facility in June 2022.
- The request for Special Use Permits is to allow metal recycling in addition to the existing permitted uses.



**RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 999 CHANNEL AVENUE ON PRESIDENT’S ISLAND, PARCEL ID NUMBER 050107 00014, KNOWN AS CASE NUMBER SUP 22-026**

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**WHEREAS**, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to grant a special use permit for certain stated purposes in the various zoning districts; and

**WHEREAS**, Morgan Steel filed an application with the Memphis and Shelby County Division of Planning and Development to allow a metal recycling facility; and

**WHEREAS**, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives, and standards for special use permits as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and that the design and amenities are consistent with the public interest; and has submitted its findings and recommendation concerning the above considerations to the Land Use Control Board; and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on October 13, 2022, and said Board has submitted its findings and recommendation concerning the above considerations to the Council of the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned application pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said development is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards and criteria for a special use permit, and said development is consistent with the public interests.

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS**, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a special use permit is hereby granted for the request use in accordance with the attached conditions.

**BE IT FURTHER RESOLVED**, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by the Council of the City of Memphis have been met.

**BE IT FURTHER RESOLVED**, that this Resolution take effect from and after the date it shall have been passed by this Council of the City of Memphis, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of passage thereof by the Council of the City of Memphis, the public welfare requiring same.

***ATTEST:***

**CC: Division of Planning and Development**  
**– Land Use and Development Services**  
**– Office of Construction Enforcement**

## **CONDITIONS**

1. Future modifications to the site plan will not require re-recording of the site plan unless additional uses/activities are being added that beyond the scope of all prior approvals for the site or this approval.
2. The applicant shall submit a final site plan for administrative review and approval by the Division of Planning and Development.

## SITE PLAN



- Property contains two lots
- Zoned Heavy Industrial (IH)
- Subdivision Recorded in 1963
- Heavy Industrial uses existed on the site since 1963.
- Leased property for Morgan Steel recycling facility in June 2022.
- The request for Special Use Permits is to allow metal recycling in addition to the existing permitted uses.



**AGENDA ITEM:** 14

**CASE NUMBER:** SUP 2022-026

**L.U.C.B. MEETING:** October 13, 2022

**LOCATION:** 999 Channel Avenue

**COUNCIL DISTRICT:** District 6 and Super District 8

**OWNER/APPLICANT:** Thompson Valerie Trust/Morgan Steel

**REPRESENTATIVE:** Brenda Solomito Basar of Solomito Land Planning

**REQUEST:** New Special Use Permit for recycling facility

**AREA:** +/-6.64 acres

**EXISTING ZONING:** Heavy Industrial (IH)

## CONCLUSIONS

1. The applicant, Morgan Steel, is seeking an SUP to operate a metal recycling facility on President's Island at 999 Channel Avenue, Parcel Number 050107 00014.
2. An SUP is required for a recycling facility in the IH zoning district, per the Permitted Use Table in Article 2.5.2 of the Memphis and Shelby County Unified Development Code.
3. This project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.

## CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 20-22 of this report.

## RECOMMENDATION

*Approval with conditions*

**GENERAL INFORMATION**

**Street Frontage:** Channel Avenue +/-364.65 feet  
**Zoning Atlas Page:** 2125  
**Parcel ID:** 050107 00014  
**Existing Zoning:** Heavy Industrial (IH)

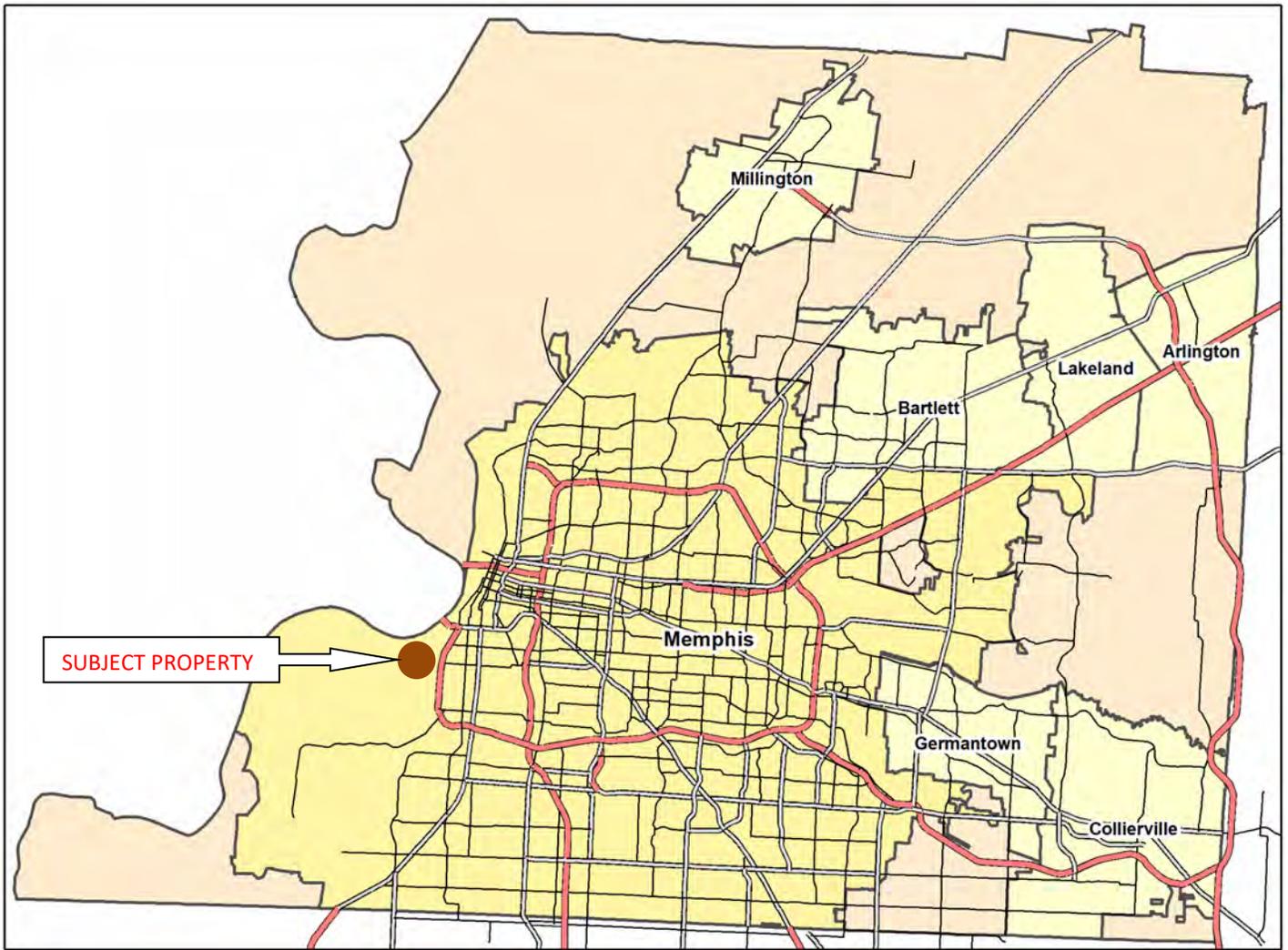
**NEIGHBORHOOD MEETING**

The meeting was held at 6:00 PM on Thursday, September 29, 2022, at 999 Channel Avenue.

**PUBLIC NOTICE**

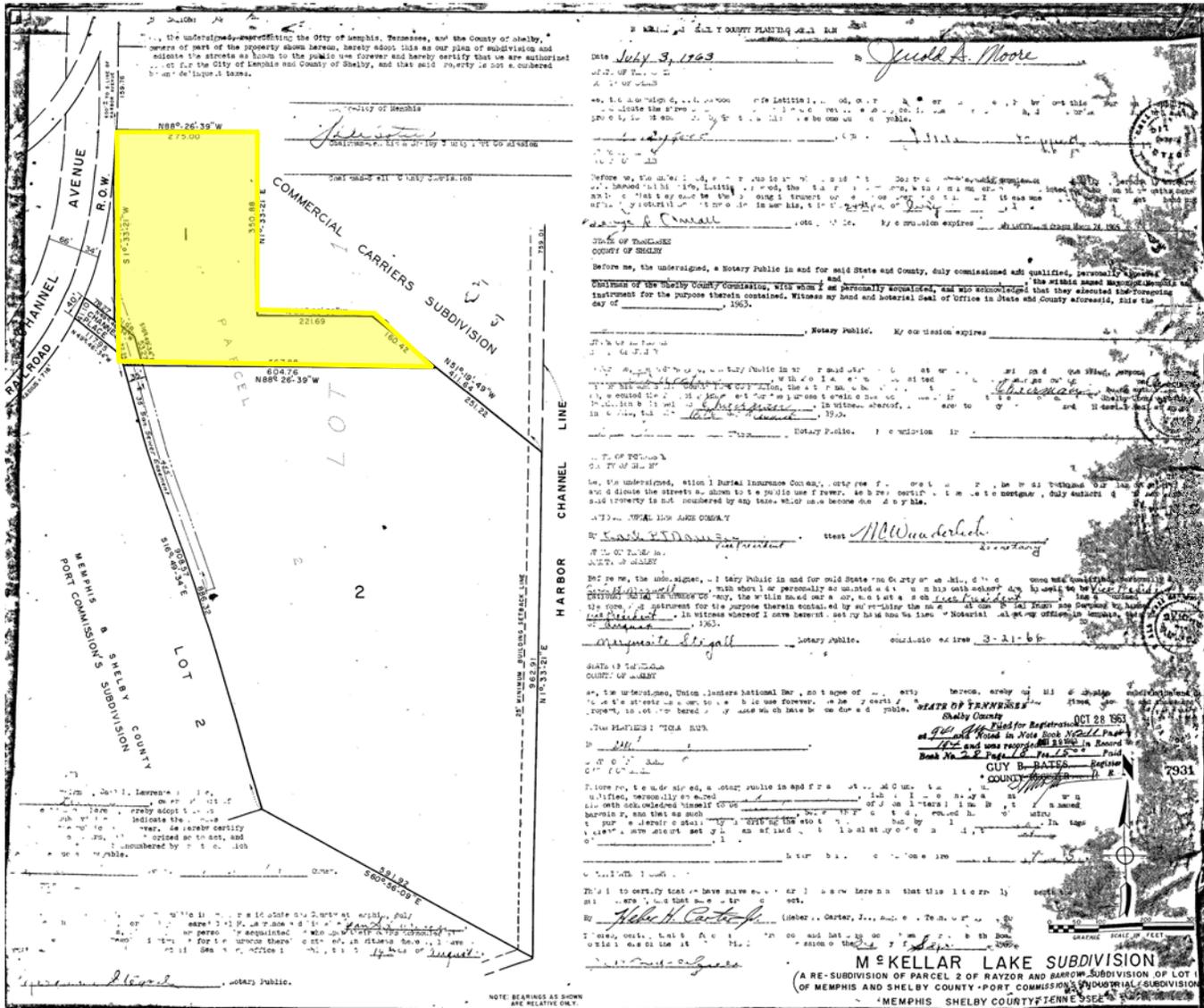
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 19 notices were mailed on September 27, 2022, and a total of 1 sign posted at the subject property. The sign affidavit has been added to this report.

**LOCATION MAP**



Subject property located within the brown circle, President's Island

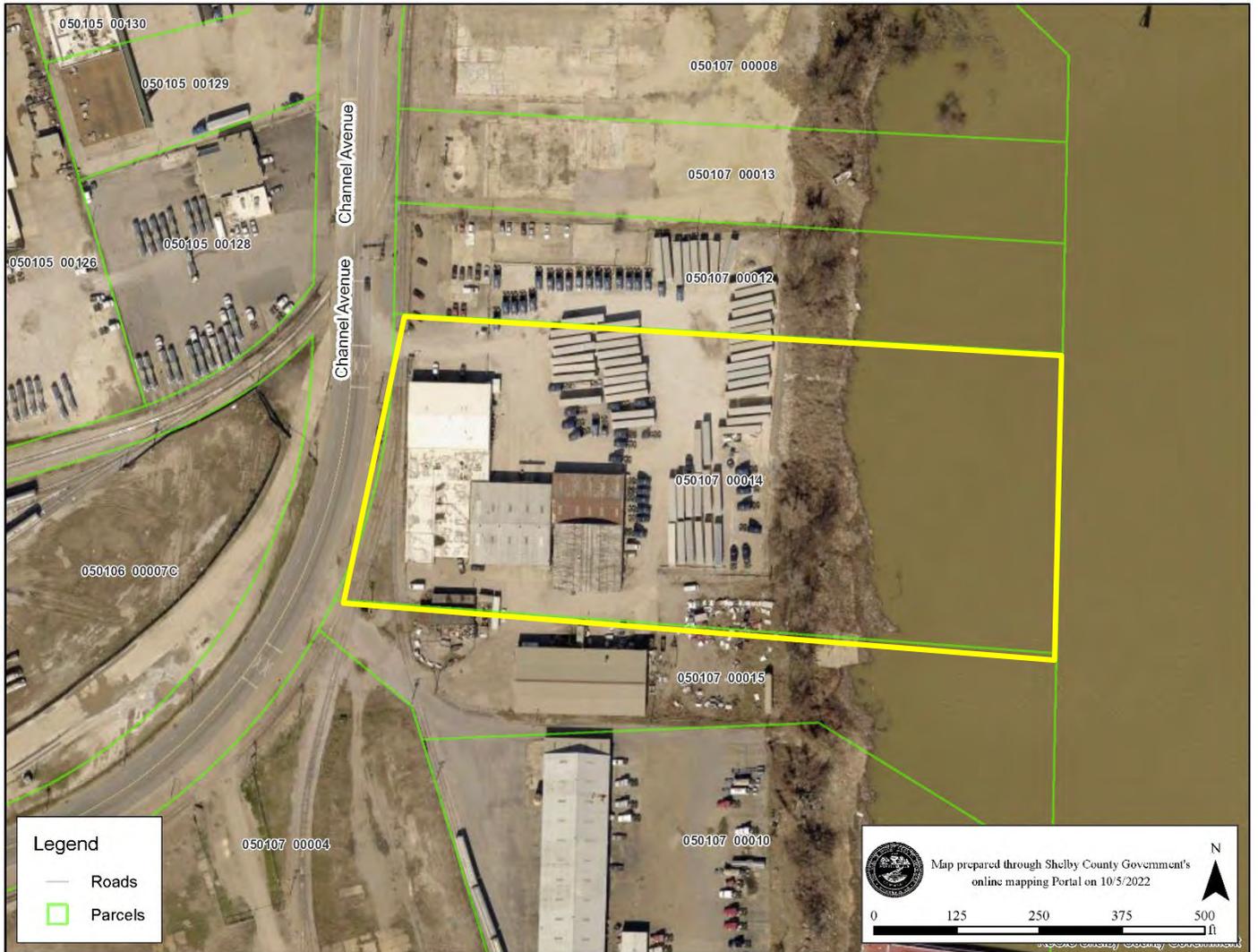
MCKELLAR LAKE SUBDIVISION (1963)



Subject property highlighted in yellow



**AERIAL**



Subject property outlined in yellow

**FLOOD ZONE MAP**



Subject property highlighted in yellow

**ZONING MAP**



Subject property highlighted in yellow

**Existing Zoning:** Heavy Industrial (IH)

**Surrounding Zoning**

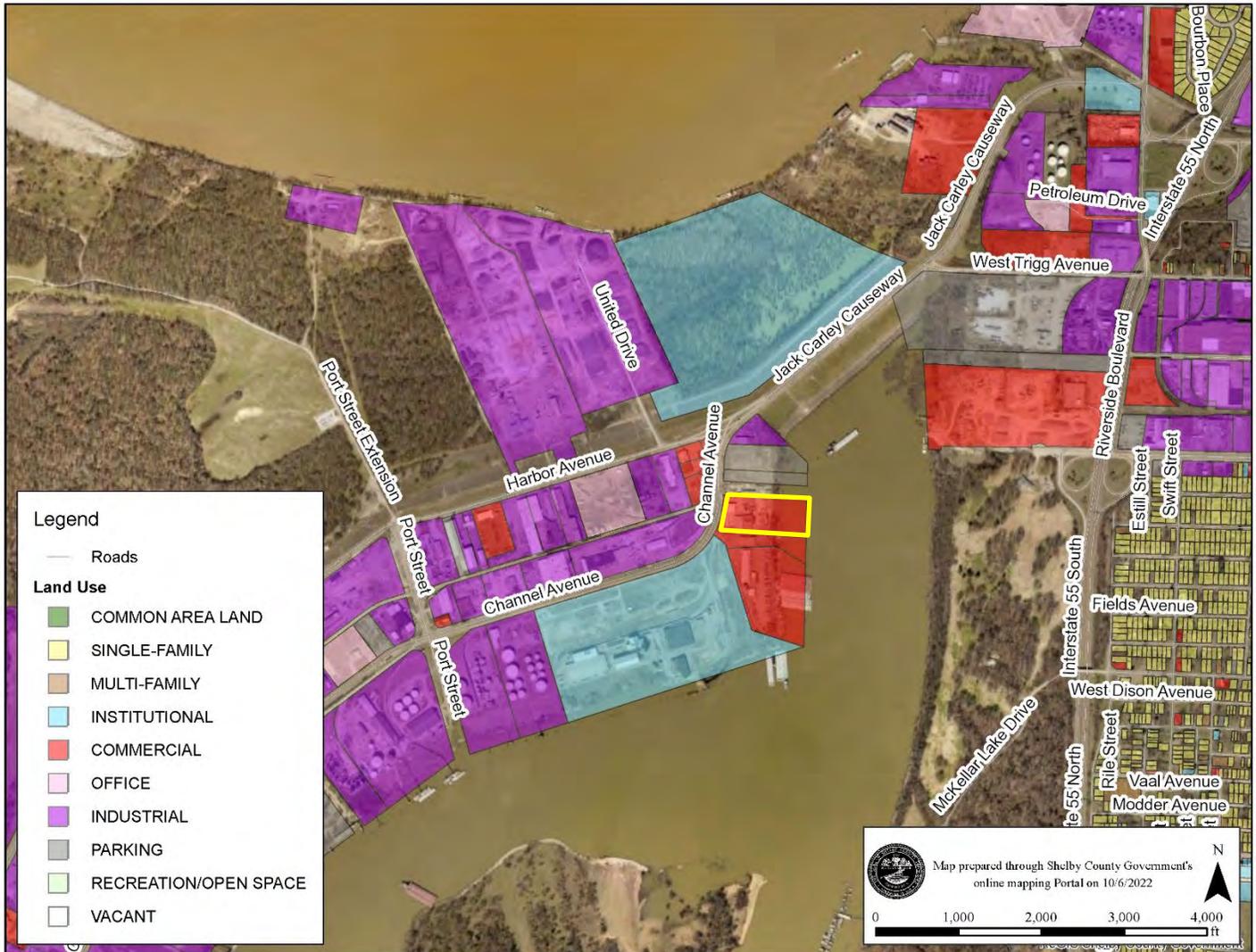
**North:** IH

**East:** Residential Single Family – 15 (R-15), Across McKellar Lake

**South:** IH

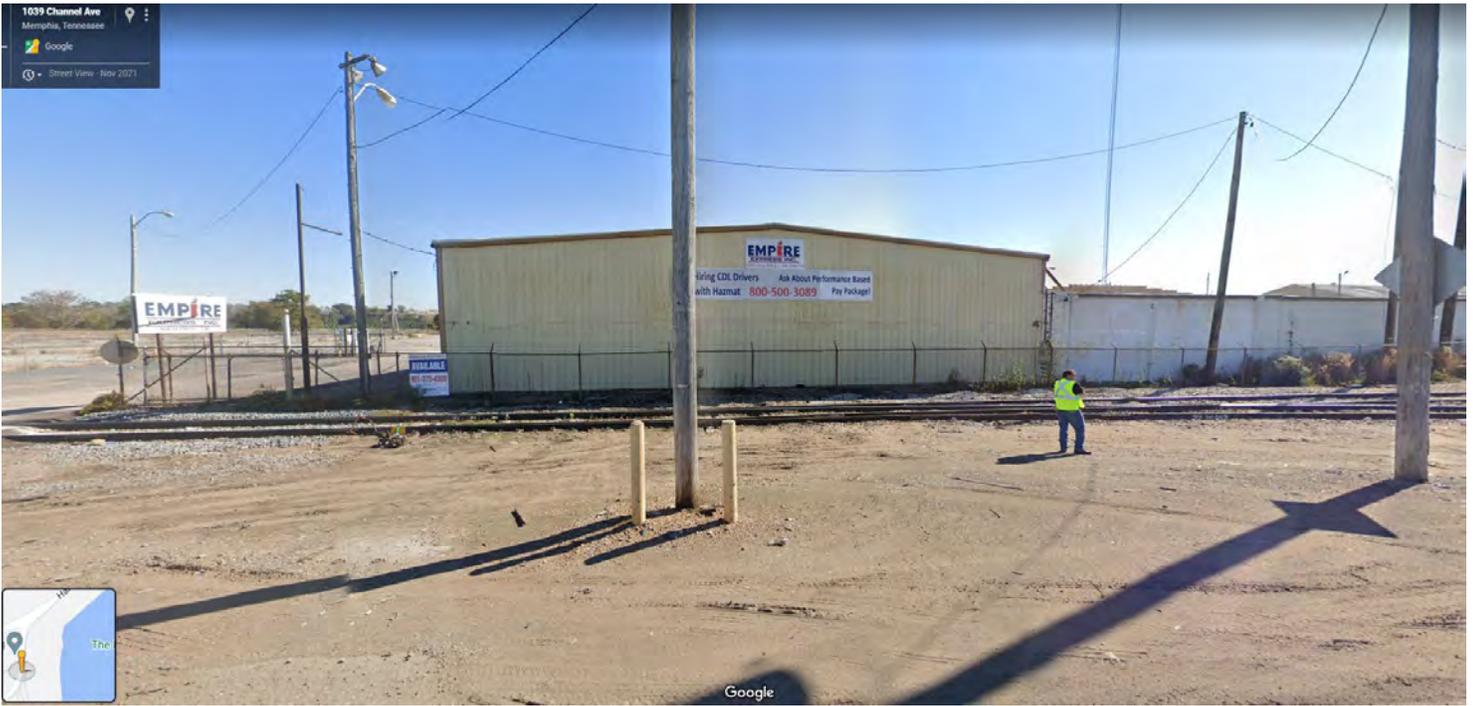
**West:** IH

LAND USE MAP

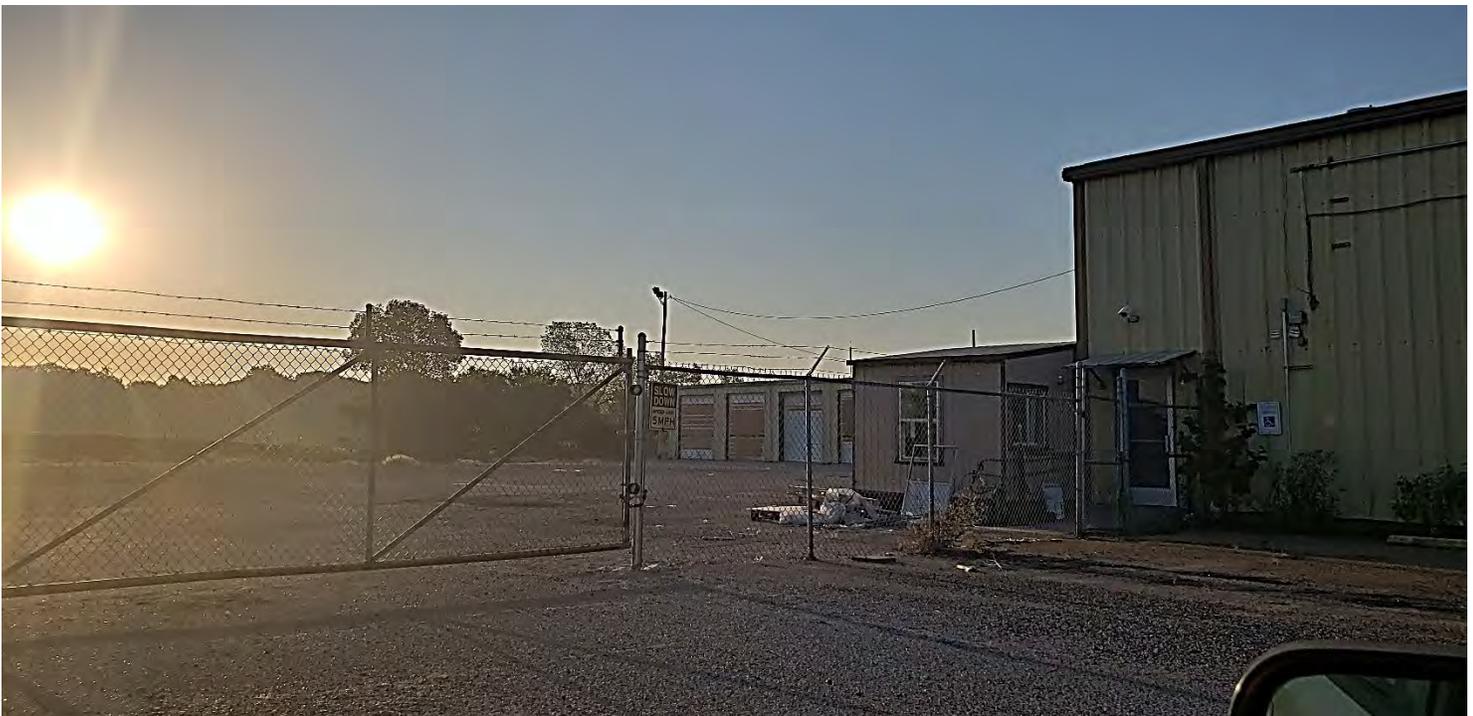


Subject property outlined in yellow

**SITE PHOTOS**



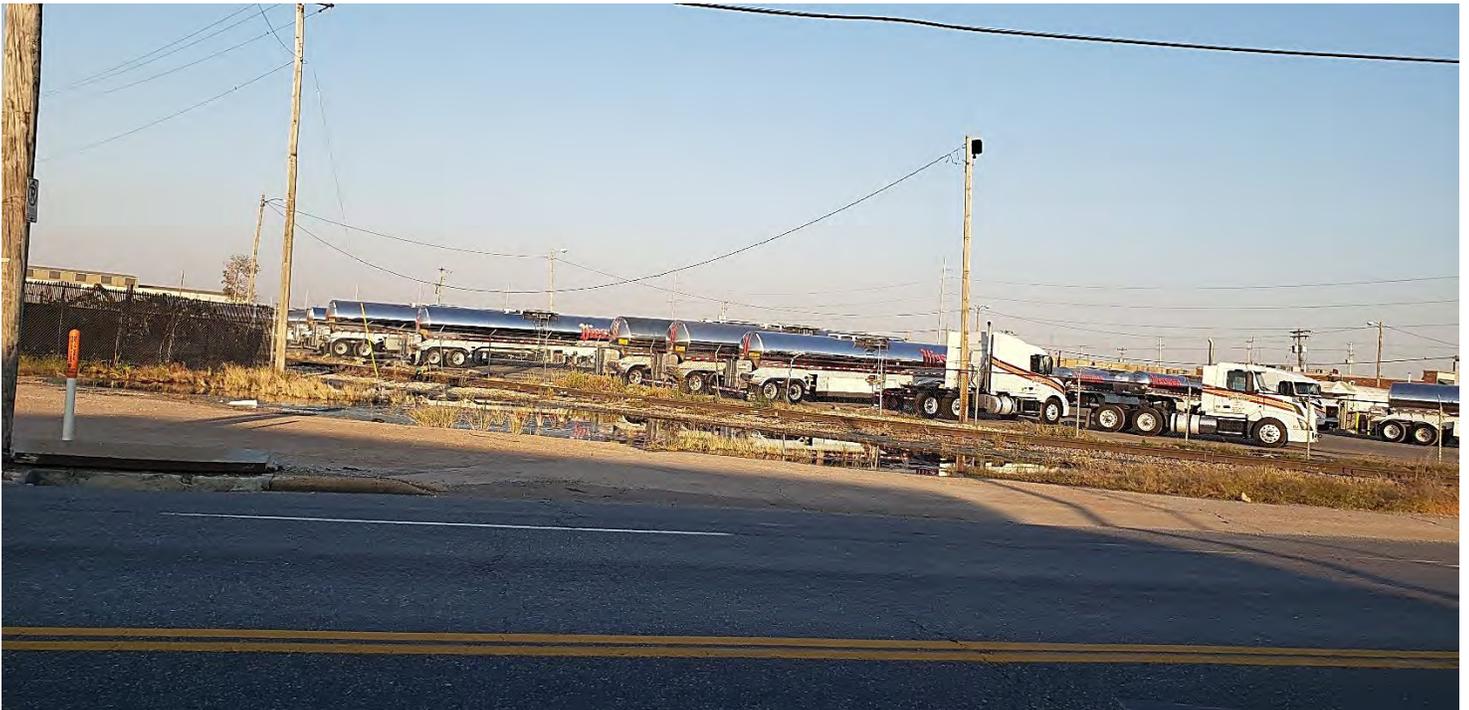
View of the site and building from Channel Avenue



Onsite view to the rear of the property



View of the site looking south



View of property across the street from subject site

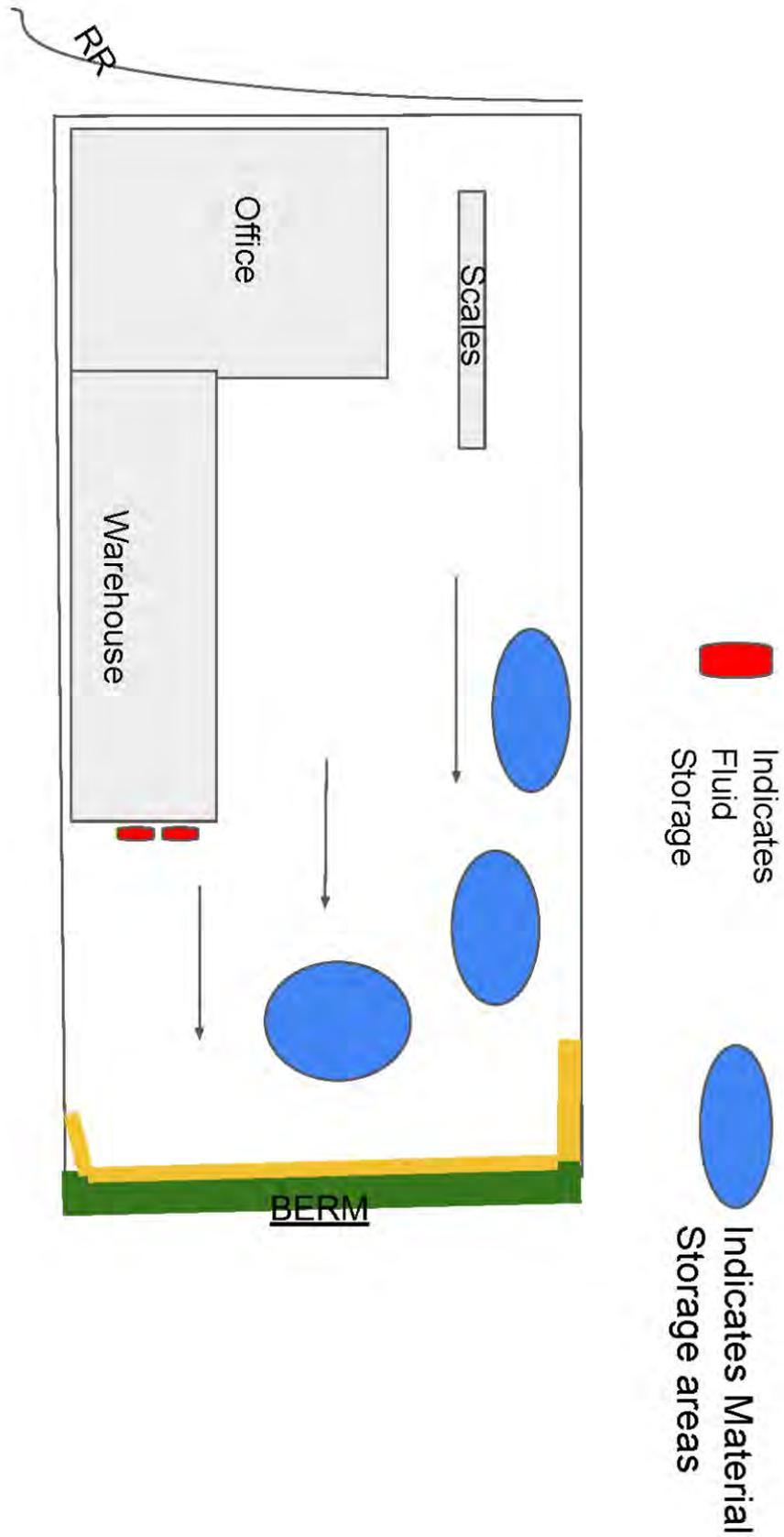


View of the site looking north



View of site looking north from Channel Avenue

**SITE PLAN**



**SITE PLAN - OVERVIEW**



**M**  
**MORGAN**  
**STEEL**

- Property contains two lots
- Zoned Heavy Industrial (I-H)
- Subdivision Recorded in 1963
- Heavy Industrial uses existed on the site since 1963.
- Leased property for Morgan Steel recycling facility in June 2022.
- The request for Special Use Permit is to allow metal recycling in addition to the existing permitted uses.

## STAFF ANALYSIS

### Request

The application and letter of intent have been added to this report.

The request is for a Special Use Permit (SUP) for Morgan Steel to operate a metal recycling facility on President's Island located at 999 Channel Avenue.

### Approval Criteria

Staff agrees the approval criteria in regard special use permits as set out in Section 9.6.9 of the Unified Development Code are met.

#### *9.6.9 Approval Criteria*

*No special use permit or planned development shall be approved unless the following findings are made concerning the application:*

- 9.6.9A The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- 9.6.9B The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- 9.6.9C The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- 9.6.9D The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- 9.6.9E The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- 9.6.9F The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- 9.6.9G The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to insure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- 9.6.9H Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

### Site Description

The subject property is +/-9.67 acres and located on President's Island at 999 Channel Avenue. It is an industrial site and therefore zoned Heavy Industrial (IH). Per the Assessor's Office, the principal structure on the site was originally built in 1959 and consists of 52,076 square feet. The site is located within an intensely industrial area, surrounded by heavy industrial uses.

Because a portion of the site lies within a floodplain, as the eastern portion of the lot backs up to McKellar Lake, just over five acres of the site is developed and usable. According to the applicant's submittal, a berm has been

constructed along the eastern property line by previous owners.

Additionally, a 34-foot railroad right-of-way makes up the property frontage that also extends southwest of the site. This is an active railroad.

### **Conclusions**

The applicant, Morgan Steel, is seeking an SUP to operate a metal recycling facility on President's Island located at 999 Channel Avenue, Parcel Number 050107 00014.

An SUP is required for a recycling facility in the IH zoning district, per the Permitted Use Table in Article 2.5.2 of the Memphis and Shelby County Unified Development Code.

This project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.

### **RECOMMENDATION**

Staff recommends approval with conditions.

### **Conditions**

1. Future modifications to the site plan will not require re-recording of the site plan unless additional uses/activities are being added that beyond the scope of all prior approvals for the site or this approval.
2. The applicant shall submit a final site plan for administrative review and approval by the Division of Planning and Development.

## DEPARTMENTAL COMMENTS

The following comments were provided by agencies to which this application was referred:

**City/County Engineer:** See comments as follows:

- Standard Subdivision Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

### **Sewers:**

- The availability of City sanitary sewer is unknown at this time. Once the developer has submitted proposed sewer discharge rates to the City's Sewer Design Dept, a determination can be made as to available sewer capacity.
- If sewer services are approved for this development, all sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.

### **Roads:**

- The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.
- All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.

### **Traffic Control Provisions:**

- The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5 foot wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5 foot clear pedestrian path, an exception may be considered.
- Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.
- The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

**Curb Cuts/Access:**

- The City Engineer shall approve the design, number, and location of curb cuts.
- Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.

**Drainage:**

- A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
- The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

**City/County Fire Division:**

See comments as follows:

- All design and construction shall comply with the 2021 edition of the International Fire Code (as locally amended) and referenced standards.
- Fire apparatus access shall comply with section 503. Where security gates are installed that affect required fire apparatus access roads, they shall comply with section 503.6 (as amended).
- Fire protection water supplies (including fire hydrants) shall comply with section 507.
- Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternate methods of protection are provided.
- IFC 510 An approved in building two-way emergency responder communication coverage shall be provided in all new buildings. Buildings and structures that cannot support the required level of coverage shall be equipped with systems and components to enhance signals and achieve the required level of communication coverage.
- A detailed plans review will be conducted by the Memphis Fire Prevention Bureau upon receipt of complete construction documents. Plans shall be submitted to the Shelby County Office of Code Enforcement.

**City Real Estate:**

No comments received.

**City/County Health Department:**

No comments received.

**Shelby County Schools:**

No comments received.

**Construction Code Enforcement:** No comments received.

**Memphis Light, Gas and Water:** No comments received.

**Office of Sustainability and Resilience:** See comments as follows:  
**General Comments & Analysis:**

Located in Zone 4 of the Resilience Zone Framework:

Zone 4 areas are high risk locations, namely riparian corridors, floodplains, and especially high vulnerability to earthquakes. Development in these locations is often directly at risk for flooding. Although these risks could be mitigated through the construction of major flood control infrastructure and higher seismic construction standards, it is generally advisable to avoid these areas for future development whenever possible. Efforts should be made to protect and further prevent development within Zone 4 for the purposes of mitigating the risk exposure to health and safety.

The Zone 4 designation is due to the parcel having a very high susceptibility for soil liquefaction should an earthquake occur.

The Applicant submitted their stormwater pollution plan as part of the application, which will be reviewed by City Engineering.

**Consistent with the Mid-South Regional Resilience Master Plan best practices: No**

This special use permit request is not consistent with the Mid-South Regional Resilience Master Plan because the proposed development is located in Zone 4 of the resilience zone framework, which recommends limiting all types of development in areas that have a very high vulnerability to earthquakes. However, as recommended by the Plan, the Construction Enforcement Department adopted the 2021 I-Codes which contain the most up-to-date and strictest seismic construction requirements. In order to receive future building permits, the Applicant will need to provide construction documents that meet the I-Code requirements.

**Consistent with the Memphis Area Climate Action Plan best practices: Yes**

The Memphis Area Climate Action Plan calls for supporting the creation of circular economies and generating revenue streams from those products. Any business that diverts waste from landfills is another step toward the goal of a zero-waste future. The expansion of a metal recycling facility aligns with Priority Action W.3 Divert Greater Amounts of Inorganic Materials from Landfills.

**Recommendations:** Staff recommends that the applicant work closely with City of Memphis Engineering and the Tennessee Department of Environment and Conservation to obtain all applicable permits and approvals from state, local, and federal agencies for the operation of a metal recycling business.

**Office of Comprehensive Planning:** See comments as follows:  
The following information about the land use designation can be found on pages 76 – 122:

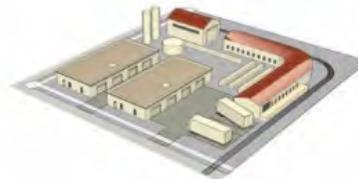
## 1. Future Land Use Planning Map



Red polygon indicates the application site on the Future Land Use Map.

## 2. Land Use Description/Intent

Higher intensity industrial areas. Graphic portrayal of I is to the right.



### “I” Form & Location Characteristics

Industrial, 1-10 stories.

### “I” Zoning Notes

Generally compatible with the following zone districts: IH in accordance with Form and characteristics listed below. Consult zoning map and applicable overlays for current and effective regulations. May consider rezoning, as appropriate, at the time of a small area plan to limit the use of this district specifically to noxious and/or incompatible high-intensity industrial uses.

### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Industrial, IH

Adjacent Land Use and Zoning: Industrial, IH

**Overall Compatibility:** *This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed building is an Industrial Facility in a Heavy Industrial (IH) zone.*

**3. Degree of Change Map**



Red polygon denotes the proposed site in Degree of Change area. There is no Degree of Change.

**4. Degree of Change Description**

N/A

**5. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities**

N/A

**6. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations**

N/A

**Consistency Analysis Summary**

*The applicant is requesting for a Special Use Permit approval for the Morgan Steel property on Channel Drive to operate as an industrial (metal) recycling facility.*

*This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed building is an Industrial Facility in a Heavy Industrial (IH) zone.*

**Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.**

Summary Compiled by: Romana Haque Suravi, Comprehensive Planning.

**APPLICATION**



**Record Summary for Special Use Permit**

Record Detail Information

Record Type: Special Use Permit

Record Status: Assignment

Opened Date: September 8, 2022

Record Number: SUP 2022-026

Expiration Date:

Record Name: Morgan Steel SUP

Description of Work: Request for Special Use Permit approval for the Morgan Steel property on Channel Drive to operate as an industrial (metal) recycling facility.

Parent Record Number:

---

**Address:**

999 CHANNEL AVE, MEMPHIS 38106

**Owner Information**

Primary Owner Name

Y THOMPSON VALERIE TRUST CREATED UNDER THE

Owner Address

670 COLONIAL RD, MEMPHIS, TN 38117

Owner Phone

---

**Parcel Information**

050107 00014

---

**Data Fields**

PREAPPLICATION MEETING

Name of OPD Planner

Chip Saliba

Date of Meeting

07/26/2022

GENERAL PROJECT INFORMATION

Application Type

New Special Use Permit (SUP)

**GENERAL PROJECT INFORMATION**

List any relevant former Docket / Case Number(s) related to previous applications on this site	N/A
Is this application in response to a citation, stop work order, or zoning letter	No
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	-

**APPROVAL CRITERIA**

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare	See Attached
B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations	See Attached
UDC Sub-Section 9.6.9C	See Attached
UDC Sub-Section 9.6.9D	See Attached
UDC Sub-Section 9.6.9E	See Attached
UDC Sub-Section 9.6.9F	See Attached

**GIS INFORMATION**

Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No
Historic District	-
Land Use	-
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	IH
State Route	-
Lot	1
Subdivision	MCKELLAR LAKE / PT COMMERCIAL CARRIER
Planned Development District	-
Wellhead Protection Overlay District	-

---

**Contact Information**

Name	MORGAN STEEL	Contact Type	APPLICANT
Address			

Phone

  
**MEMPHIS AND SHELBY COUNTY** **DIVISION OF PLANNING AND DEVELOPMENT**  
 City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**Property Owner's Affidavit**

**In the event the applicant is not the Owner, the following shall be signed and acknowledged by the owner.**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, Jacob Black, state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 999 Channel Ave and further  
identified by Assessor's Parcel Number 0501070014  
application is being made to the Division of Planning and Development.



Subscribed and sworn to (or affirmed) before me this 7 day of September in the year of 2022.

[Signature]  
Signature of Notary Public

08/05/2023  
My Commission Expires



**MEMPHIS AND  
SHELBY COUNTY** **DIVISION OF PLANNING  
AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**Property Owner's Affidavit**

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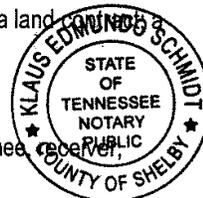
Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at last ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, Valerie Thompson state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land mortgage or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)



My Commission Expires  
August 5, 2023

of the property located at 999 Channel Ave and further  
identified by Assessor's Parcel Number 05010700014, for which an  
application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 7 day of September in the  
year of 2022.

[Signature]

Signature of Notary Public

08/05/2023

My Commission Expires

LETTER OF INTENT

September 8, 2022

Brett Ragsdale, AIA  
Zoning Administrator  
Division of Planning and Development  
125 N. Main, Ste. 468  
Memphis, TN 38103

Re: Application for Special Use Permit  
Morgan Steel— 979 and 985 Channel Drive Memphis, TN 38106

Dear Brett:

We are pleased to submit an application for a Special Use Permit on behalf of Morgan Steel. The property is part of the McKellar Lake Subdivision recorded in 1963 and is zoned Heavy Industrial (I-H). As a part of the Morgan Steel expansion, they leased the property in June of 2022 and is seeking permission to perform industrial (metal) recycling at this location.

Morgan Steel is a metal service center and contract manufacturer based out of Memphis, TN. They offer steel distribution, processing, and delivery via an in-house fleet across the country. The industries we supply include OEMs, steel service centers, fabricators, agriculture, material handling, and more.

Morgan Steel was founded in February 2014 with a 45,000-square-foot warehouse and less than twenty employees, five trucks, one shear, two saws, and a vision. They have grown to a team of almost 200 people and still hold the values that made us successful from the beginning.

They now offer massive processing capabilities and distribute over 400 tons of steel daily with our ever-growing fleet of trucks. We are continually investing in growth to maintain short lead times and the flexibility needed to adapt to the new ways that customers are coming to the market.

**In accordance with the Approval Criteria (UDC Section 9.6.9)**

The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare:

***The property is located on President's Island and is surrounded by other Heavy Industrial uses. The proposed use and site are compatible with the surrounding uses. All services and public facilities are in place. This request will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.***

The project will be constructed, arranged, and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations:

***President Island is the perfect location for the Morgan Steel Recycling facility as it is zone Heavy Industrial, and the recycling use will be perfectly compatible with the immediate vicinity as originally approved in 1963.***

September 8, 2022  
Page 2

The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water, and sewers; or that the applicant will provide adequately for such services.

***All public facilities and services are in place.***

The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance:

***The site is fully developed as an industrial use. The granting of the special use permit will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance.***

The project complies with all additional standards imposed on it by any particular provisions authorizing such use:

***The project complies with all applicable regulations.***

The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties:

***The project complies with all applicable plans to be considered.***

#### **GENERAL PROVISIONS (UDC Section 4.10.3)**

The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County:

***Again, the property is zoned Heavy Industrial and is located on President's Island where the surrounding properties operate at a similar intensity. The granting of this request will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.***

An approved water supply, community wastewater treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development:

***All utilities are available and adequate to serve this site.***

Thank you for your time and consideration in this matter. Please do not hesitate to call with any questions and/or comments.

Sincerely,

**SOLOMITO LAND PLANNING**



Brenda Solomito Basar  
Land Planner

Storm Water Pollution  
Prevention Plan  
Memphis Scrap, LLC

June 21st 2022

Property Overview

- ❖ Memphis Scrap, LLC is leasing 9.67 acres at 999 Channel Avenue.
- ❖ 5.42 acres of this property are relatively flat and not covered. All outflow runs from West to East towards an existing berm and Mckellar Lake.
- ❖ The the railroad has an active line and spur on the West end of the property along Channel Avenue. This prevents any drainage from crossing onto Channel Ave and/or any storm drains attached to Channel Ave.
- ❖ Previous tenants have built up a berm on the East end of the property. This berm is made up of limestone, sand and concrete barriers. It is a barrier between the property and Mckellar Lake. Natural vegetation has also built up along the berm and extending down to the sandbar below.
- ❖ The existing ground is a mixture of concrete slabs and limestone.

### Operations Overview

- ❖ Memphis Scrap will be operating an industrial recycling facility at 999 Channel Ave. New production steel, aluminum, and copper will be its primary focus.
- ❖ It will prohibit any used autos or household appliances from processing facility. Greatly reducing its environmental concerns
- ❖ The warehouse covers close to 30,000 sq feet and will be used for any equipment maintenance. It has two vehicle inspection pits to help capture any mechanical debris during scheduled maintenance.

### Proactive Measures

- ❖ The berm located on the east side of the property will be lined with hay bales to prevent any potential runoff.
- ❖ Hay bales will be switched out on a quarterly basis.
- ❖ Limestone and concrete will be added on a needed basis to build up the existing pad.
- ❖ Spill containment kit and materials will be on site. All personnel will be trained where materials are stored, when to use spill containment, emergency notification procedures, and the disposal of used spill containment materials.

### Reporting Procedures

- ❖ Annual stormwater inspections will be conducted and records of each inspection will be added to Memphis Scrap's SWPPP.
- ❖ The General Manager and Maintenance Manager will be trained and required to update Memphis Scrap's SWPPP with the following data.
  1. Inventory of exposed materials within the last 3 years.
  2. List of known spills and leaks within the last 3 years.
  3. Sampling data within the last 3 years.
  4. Inspection and maintenance records.
  5. Material safety data sheets.
  6. Inventory and location of spill prevention materials



Topography Map



**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I Steve Basar, being duly sworn deposes and says that at 6 am, pm on the 29<sup>th</sup> day of September he/she posted a Public Notice Sign(s) pertaining to case number SUP-2022-26 at (address) 999 Moss Creek, providing notice of a Public Hearing before the Land Use Control Board , Memphis City Council , Shelby County Board of Commissioners for consideration of a proposed land use action (Planned Development \_\_\_\_\_, Use Variance \_\_\_\_\_, Zoning District map Amendment \_\_\_\_\_), a photograph of said sign(s) being attached hereon and a copy of the signs purchase receipt or rental contract attaches hereto.

Steve Basar  
Owner, Applicant or Representative

Sept, 29 - 2022  
Date

Subscribed and sworn to before me this 29 day of September, 2022.

Notary Public Berinda P. Solomito  
My Commission Expires 11/25





MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT  
CITY HALL, 125 N. MAIN STREET, SUITE 468, MEMPHIS, TN 38103-2084, (901) 636-6619

**PUBLIC NOTICE**

AN APPLICATION HAS BEEN FILED FOR A **SPECIAL USE PERMIT** ON THIS PROPERTY. A PUBLIC HEARING WILL BE HELD.

CASE NO: SUP 2022-026  
INFORMATION: 636-6619

DEFACING, TAMPERING WITH OR REMOVAL OF THIS SIGN BY ANYONE OTHER THAN THE PROPERTY OWNER OR HIS AGENT IS PROHIBITED BY CITY OF MEMPHIS & SHELBY COUNTY ORDINANCES

**SLOW DOWN**  
**SPEED LIMIT 5MPH**

**LETTERS RECEIVED**

No letters received at the time of completion of this report.



## Record Summary for Special Use Permit

### Record Detail Information

Record Type: Special Use Permit

Record Status: Assignment

Opened Date: September 8, 2022

Record Number: SUP 2022-026

Expiration Date:

Record Name: Morgan Steel SUP

Description of Work: Request for Special Use Permit approval for the Morgan Steel property on Channel Drive to operate as an industrial (metal) recycling facility.

Parent Record Number:

---

### Address:

999 CHANNEL AVE, MEMPHIS 38106

### Owner Information

Primary Owner Name

Y THOMPSON VALERIE TRUST CREATED UNDER THE

Owner Address

670 COLONIAL RD, MEMPHIS, TN 38117

Owner Phone

---

### Parcel Information

050107 00014

---

### Data Fields

#### PREAPPLICATION MEETING

Name of OPD Planner

Chip Saliba

Date of Meeting

07/26/2022

#### GENERAL PROJECT INFORMATION

Application Type

New Special Use Permit (SUP)

**GENERAL PROJECT INFORMATION**

List any relevant former Docket / Case Number(s) related to previous applications on this site N/A

Is this application in response to a citation, stop work order, or zoning letter No

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information -

**APPROVAL CRITERIA**

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare See Attached

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations See Attached

UDC Sub-Section 9.6.9C See Attached

UDC Sub-Section 9.6.9D See Attached

UDC Sub-Section 9.6.9E See Attached

UDC Sub-Section 9.6.9F See Attached

**GIS INFORMATION**

Case Layer -

Central Business Improvement District Class No

Downtown Fire District No

Historic District -

Land Use -

Municipality MEMPHIS

Overlay/Special Purpose District -

Zoning IH

State Route -

Lot 1

Subdivision MCKELLAR LAKE / PT COMMERCIAL CARRIER

Planned Development District -

Wellhead Protection Overlay District -

---

**Contact Information**

Name MORGAN STEEL Contact Type APPLICANT

Address

Phone

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1412560	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	09/08/2022
1412560	Special Use Permit Fee Per Acre (each acre or fraction thereof over 5 acre)	5	250.00	INVOICED	0.00	09/08/2022
1412560	Credit Card Use Fee (.026 x fee)	1	19.50	INVOICED	0.00	09/08/2022

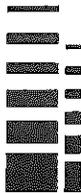
Total Fee Invoiced: \$769.50

Total Balance: \$0.00

---

**Payment Information**

Payment Amount	Method of Payment
\$769.50	Credit Card

**MEMPHIS AND  
SHELBY COUNTY**  **DIVISION OF PLANNING  
AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**Property Owner's Affidavit**

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Memphis and Shelby County Unified Development Code Section 12.3.1

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I, Valerie Thompson state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

- I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises
- I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)



My Commission Expires  
August 5, 2023

of the property located at 999 Channel Ave and further  
identified by Assessor's Parcel Number 05010700014, for which an  
application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 7 day of September in the  
year of 2022.

[Signature]

08/05/2023

Signature of Notary Public

My Commission Expires

**MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

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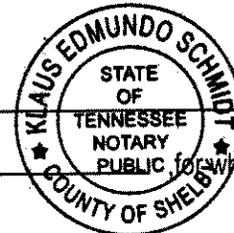
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I, Jacob Back, state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 999 Channel Ave and further identified by Assessor's Parcel Number 0501070014 for which an application is being made to the Division of Planning and Development.



My Commission Expires August 5, 2023

Subscribed and sworn to (or affirmed) before me this 7 day of September in the year of 2022.

[Signature]

08/05/2023

Signature of Notary Public

My Commission Expires



September 8, 2022

Brett Ragsdale, AIA  
Zoning Administrator  
Division of Planning and Development  
125 N. Main, Ste. 468  
Memphis, TN 38103

Re: Application for Special Use Permit  
Morgan Steel – 979 and 985 Channel Drive Memphis, TN 38106

Dear Brett:

We are pleased to submit an application for a Special Use Permit on behalf of Morgan Steel. The property is part of the McKellar Lake Subdivision recorded in 1963 and is zoned Heavy Industrial (I-H). As a part of the Morgan Steel expansion, they leased the property in June of 2022 and is seeking permission to perform industrial (metal) recycling at this location.

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They now offer massive processing capabilities and distribute over 400 tons of steel daily with our ever-growing fleet of trucks. We are continually investing in growth to maintain short lead times and the flexibility needed to adapt to the new ways that customers are coming to the market.

#### **In accordance with the Approval Criteria (UDC Section 9.6.9)**

The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare:

***The property is located on President's Island and is surrounded by other Heavy Industrial uses. The proposed use and site are compatible with the surrounding uses. All services and public facilities are in place. This request will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.***

The project will be constructed, arranged, and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations:

***President Island is the perfect location for the Morgan Steel Recycling facility as it is zone Heavy Industrial, and the recycling use will be perfectly compatible with the immediate vicinity as originally approved in 1963.***

The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water, and sewers; or that the applicant will provide adequately for such services.

***All public facilities and services are in place.***

The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance:

***The site is fully developed as an industrial use. The granting of the special use permit will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance.***

The project complies with all additional standards imposed on it by any particular provisions authorizing such use:

***The project complies with all applicable regulations.***

The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties:

***The project complies with all applicable plans to be considered.***

#### **GENERAL PROVISIONS (UDC Section 4.10.3)**

The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County:

***Again, the property is zoned Heavy Industrial and is located on President's Island where the surrounding properties operate at a similar intensity. The granting of this request will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.***

An approved water supply, community wastewater treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development:

***All utilities are available and adequate to serve this site.***

Thank you for your time and consideration in this matter. Please do not hesitate to call with any questions and/or comments.

Sincerely,

**SOLOMITO LAND PLANNING**



Brenda Solomito Basar  
Land Planner

Storm Water Pollution

Prevention Plan

Memphis Scrap, LLC

June 21st 2022

## Property Overview

- ❖ Memphis Scrap, LLC is leasing 9.67 acres at 999 Channel Avenue.
- ❖ 5.42 acres of this property are relatively flat and not covered. All outflow runs from West to East towards an existing berm and Mckellar Lake.
- ❖ The the railroad has an active line and spur on the West end of the property along Channel Avenue. This prevents any drainage from crossing onto Channel Ave and/or any storm drains attached to Channel Ave.
- ❖ Previous tenants have built up a berm on the East end of the property. This berm is made up of limestone, sand and concrete barriers. It is a barrier between the property and Mckellar Lake. Natural vegetation has also built up along the berm and extending down to the sandbar below.
- ❖ The existing ground is a mixture of concrete slabs and limestone.

## Operations Overview

- ❖ Memphis Scrap will be operating an industrial recycling facility at 999 Channel Ave. New production steel, aluminum, and copper will be its primary focus.
- ❖ It will prohibit any used autos or household appliances from processing facility. Greatly reducing its environmental concerns
- ❖ The warehouse covers close to 30,000 sq feet and will be used for any equipment maintenance. It has two vehicle inspection pits to help capture any mechanical debris during scheduled maintenance.

## Proactive Measures

- ❖ The berm located on the east side of the property will be lined with hay bales to prevent any potential runoff.
- ❖ Hay bales will be switched out on a quarterly basis.
- ❖ Limestone and concrete will be added on a needed basis to build up the existing pad.
- ❖ Spill containment kit and materials will be on site. All personnel will be trained where materials are stored, when to use spill containment, emergency notification procedures, and the disposal of used spill containment materials.

## Reporting Procedures

- ❖ Annual stormwater inspections will be conducted and records of each inspection will be added to Memphis Scrap's SWPPP.
- ❖ The General Manager and Maintenance Manager will be trained and required to update Memphis Scrap's SWPPP with the following data.
  1. Inventory of exposed materials within the last 3 years.
  2. List of known spills and leaks within the last 3 years.
  3. Sampling data within the last 3 years.
  4. Inspection and maintenance records.
  5. Material safety data sheets.
  6. Inventory and location of spill prevention materials



Channel Ave

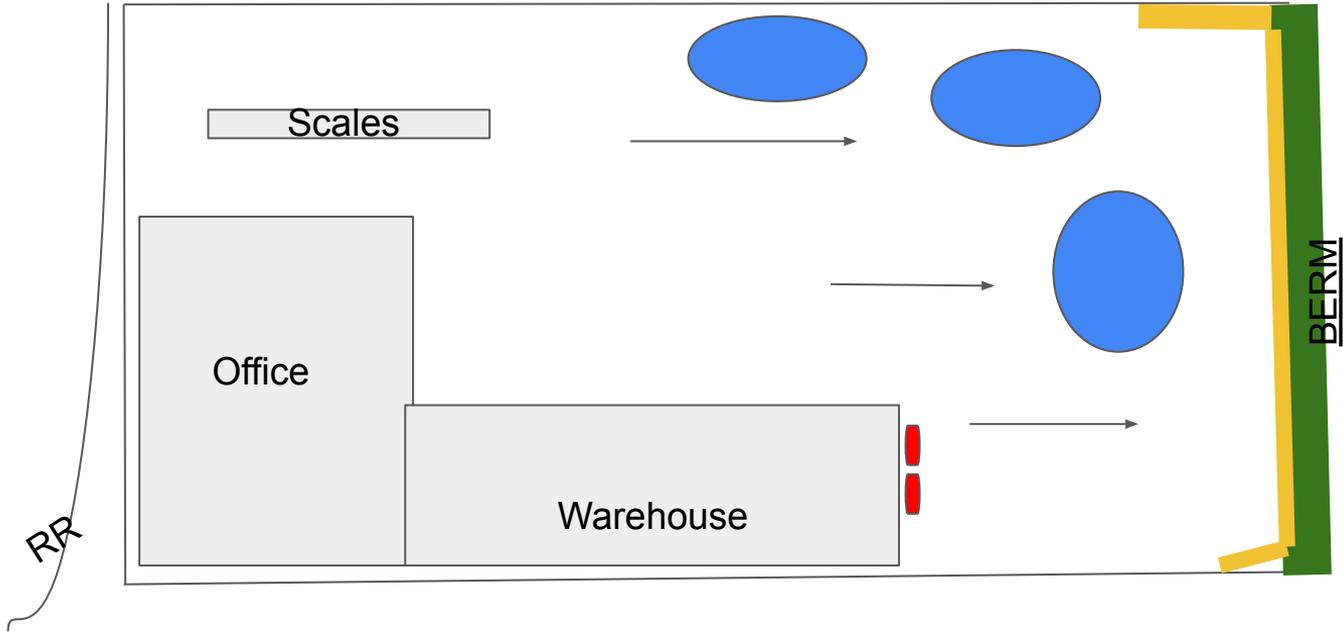
985 Channel Ave,  
Memphis, TN 38113



Indicates Fluid Storage



Indicates Material Storage areas



# Topography Map



Storm Water Pollution

Prevention Plan

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June 21st 2022

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Channel Ave

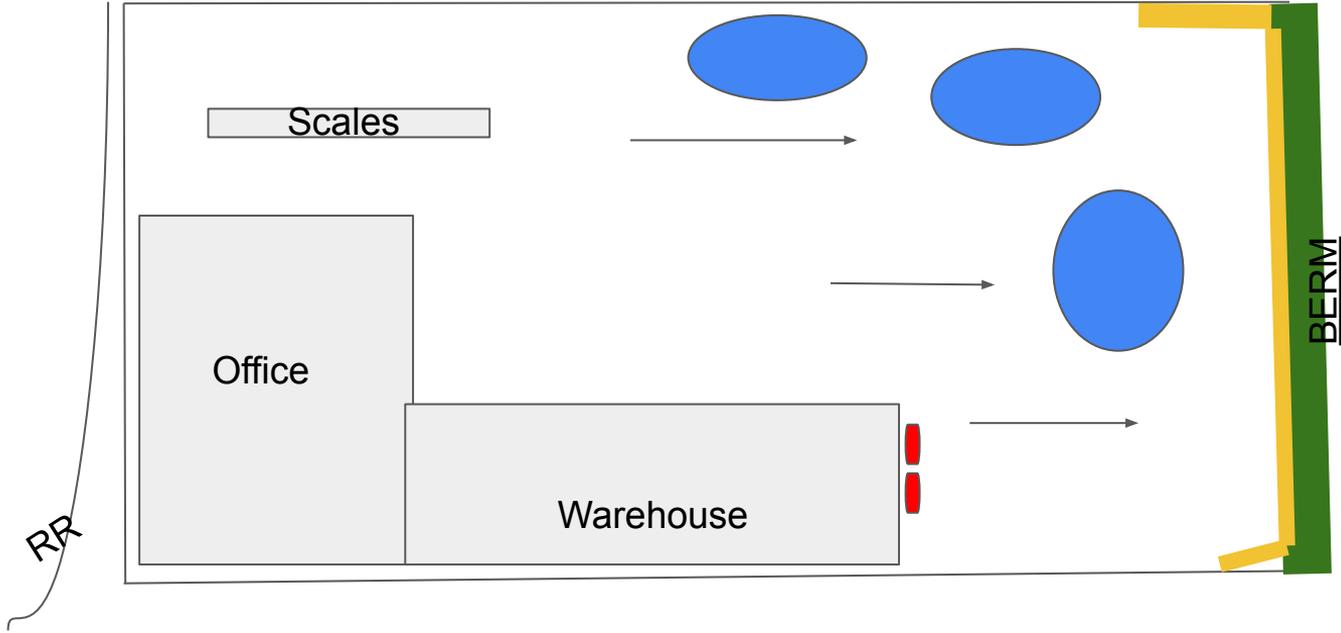
985 Channel Ave,  
Memphis, TN 38113



Indicates  
Fluid  
Storage



Indicates Material  
Storage areas



# Topography Map



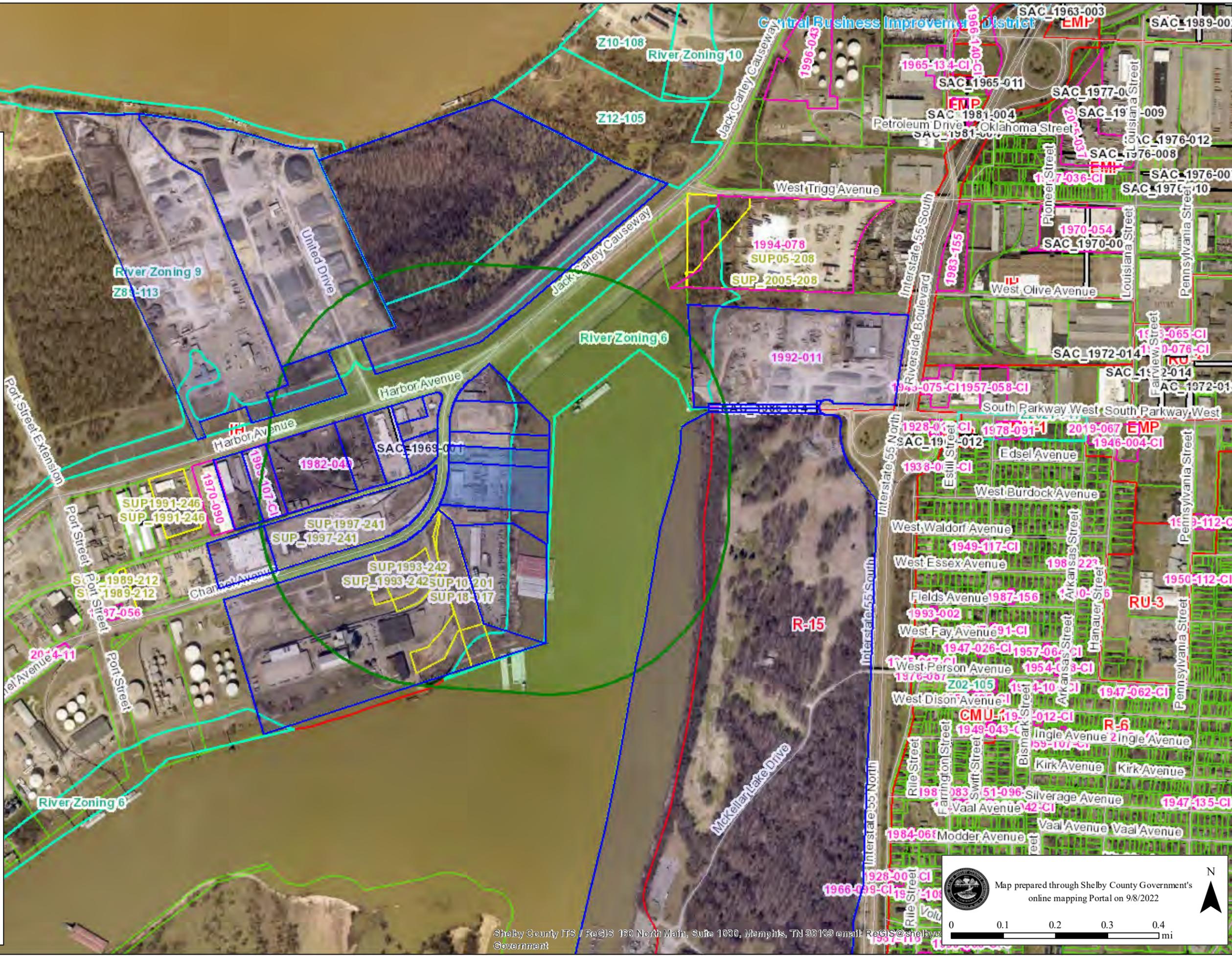


- Property contains two lots
- Zoned Heavy Industrial (I-H)
- Subdivision Recorded in 1963
- Heavy Industrial uses existed on the site since 1963.
  
- Leased property for Morgan Steel recycling facility in June 2022.
- The request for Special Use Permit is to allow metal recycling in addition to the existing permitted uses.



**Legend**

- polygonLayer**
  - Override 1
  - Override 2
- polygonLayer**
  - Override 1
- Roads
- Board Of Adjustment Cases - Label
- Board Of Adjustment Cases
- Planned Developments - Label
- Planned Developments
- Special Use Permits - Label
- Special Use Permits
- SUP Use Variances - Label
- SUP Use Variances
- Street and Alley Closure - Label
- Street and Alley Closure
- Zoning Cases - Label
- Zoning Cases
- Shelby County Zoning
- Arlington Zoning
- Bartlett Zoning
- Collierville Zoning
- Germantown Zoning
- Lakeland Zoning
- Millington Zoning
- Opportunity Zones**
- Opportunity Zones
- Overlay Districts**
- Overlay Districts
- Residential Corridors
- Parcels



024002 00006 - MMC MATERIALS  
050107 00008 - HAYGOOD REALTY COMPANY LP  
050105 00010 - 1095 HARBOR AVENUE LLC  
050105 00124 - ARTHUR BOYD III AND ROBERT ARTHUR  
050106 00007C - 1146 CHANNEL LLC  
050102 00070C - APAC-TENNESSEE INC  
050102 00067 - MEMPHIS CITY AND SHELBY COUNTY  
050102 00068 - VULCAN LANDS INC  
050102 00075 - MEMPHIS CITY OF AND SHELBY CO  
050105 00129 - PRIDE SMART LLC  
050105 00130 - PRIDE SMART LLC  
050105 00126 - WEST STAR PROPERTIES  
050105 00125 - TEN NINETY FIVE HARBOR AVENUE LLC  
050105 00128 - WEST STAR PROPERTIES  
050105 00131 - LUNA PROPERTIES LLC  
050107 00015 - T & B TRUCKING INC  
050107 00004 - CITY OF MEMPHIS & CO OF SHELBY  
050106 00006 - DREXEL CHEMICAL CO  
050107 00010 - T & B TRUCKING INC  
035001 00006 - MEMPHIS CITY OF  
024002 00006Z - MMC MATERIALS  
035001 00002Z - CITY OF MEMPHIS PARK COMMISSION  
050107 00009 - HAYGOOD REALTY COMPANY LP  
050107 00013 - HAYGOOD REALTY COMPANY LP  
050107 00012 - HAYGOOD REALTY COMPANY LP  
050107 00014 - THOMPSON VALERIE TRUST CREATED UNDER THE

MMC MATERIALS  
133 NEW RAGSDALE RD  
MADISON MS 39110

PRIDE SMART LLC  
3264 W SARAZENS CIR #  
MEMPHIS TN 38125

MMC MATERIALS  
133 NEW RAGSDALE RD  
MADISON MS 39110

HAYGOOD REALTY COMPANY LP  
670 COLONIAL #  
MEMPHIS TN 38117

WEST STAR PROPERTIES  
PO BOX 188 #  
GARY SD 57237

CITY OF MEMPHIS PARK COMMISSION  
125 N MAIN ST #  
MEMPHIS TN 38103

1095 HARBOR AVENUE LLC  
P.O. BOX 1037  
ALBERTVILLE AL 35950

TEN NINETY FIVE HARBOR AVENUE LLC  
P O BOX 1037 #  
ALBERTVILLE AL 35950

HAYGOOD REALTY COMPANY LP  
670 COLONIAL #1  
MEMPHIS TN 38117

ARTHUR BOYD III AND ROBERT ARTHUR  
PO BOX 13164 #  
MEMPHIS TN 38113

WEST STAR PROPERTIES  
P O BOX 175 #  
GARY SD 57237

HAYGOOD REALTY COMPANY LP  
670 COLONIAL #1  
MEMPHIS TN 38117

1146 CHANNEL LLC  
4300 MILLINGTON RD  
MEMPHIS TN 38127

LUNA PROPERTIES LLC  
1255 HARBOR AVE #  
MEMPHIS TN 38113

HAYGOOD REALTY COMPANY LP  
670 COLONIAL #1  
MEMPHIS TN 38117

APAC-TENNESSEE INC  
PO BOX 55038 #  
LEXINGTON KY 40555

T & B TRUCKING INC  
1029 CHANNEL AVE #  
MEMPHIS TN 38113

THOMPSON VALERIE TRUST CREATED UNDER THE  
670 COLONIAL RD #1  
MEMPHIS TN 38117

MEMPHIS CITY AND SHELBY COUNTY  
125 N MAIN ST #  
MEMPHIS TN 38103

CITY OF MEMPHIS & CO OF SHELBY  
GENERAL DELIVERY #  
MEMPHIS TN 38101

VULCAN LANDS INC  
1200 URBAN CENTER DR #  
BIRMINGHAM AL 35242

DREXEL CHEMICAL CO  
PO BOX 13327 #  
MEMPHIS TN 38113

MEMPHIS CITY OF AND SHELBY CO  
125 N MAIN ST #  
MEMPHIS TN 38103

T & B TRUCKING INC  
RR 3 #  
BELLS TN 38006

PRIDE SMART LLC  
3264 W SARAZENS CIR #  
MEMPHIS TN 38125

MEMPHIS CITY OF  
125 N MAIN ST #  
MEMPHIS TN 38103

For Current Resident  
1385 RIVERSIDE DR #  
Memphis, TN 38106

For Current Resident  
1037 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
S PARKWAY #  
Memphis, TN 38106

For Current Resident  
949 CHANNEL AVE #  
Memphis, TN 38106

For Current Resident  
1055 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
S PARKWAY #  
Memphis, TN 38109

For Current Resident  
1101 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
1095 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
929 CHANNEL AVE #  
Memphis, TN 38106

For Current Resident  
1165 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
970 CHANNEL #  
Memphis, TN 38113

For Current Resident  
969 CHANNEL AVE #  
Memphis, TN 38106

For Current Resident  
1146 CHANNEL AVE #  
Memphis, TN 38113

For Current Resident  
1175 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
1200 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
1029 CHANNEL AVE #  
Memphis, TN 38106

For Current Resident  
985 CHANNEL AVE #  
Memphis, TN 38106

For Current Resident  
979 CHANNEL AVE #  
Memphis, TN 38106

For Current Resident  
1074 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
1184 CHANNEL AVE #  
Memphis, TN 38113

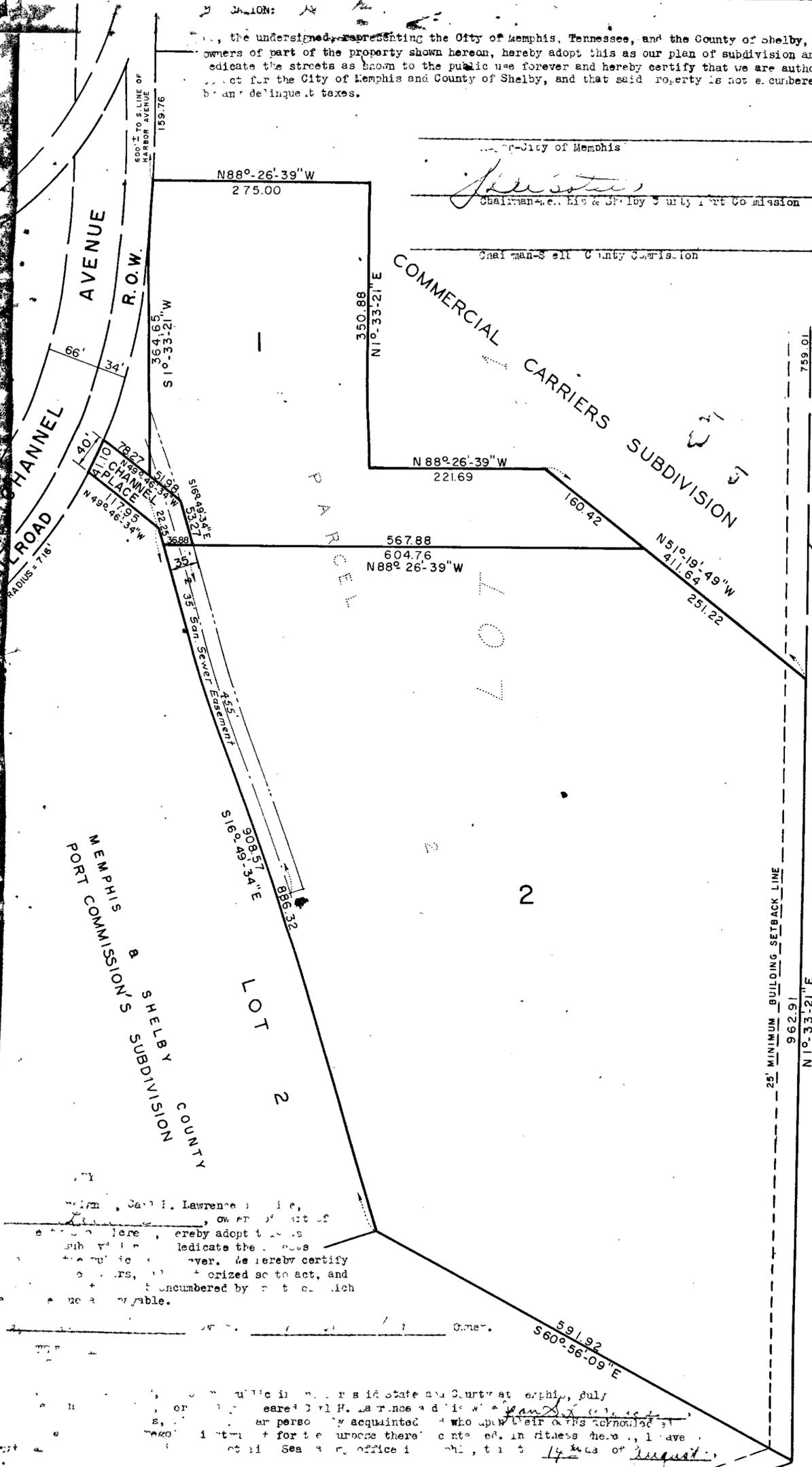
For Current Resident  
HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
1029 CHANNEL AVE #  
Memphis, TN 38106

For Current Resident  
1005 HARBOR AVE #  
Memphis, TN 38113

For Current Resident  
RIVERDALE RD #  
Memphis, TN 38109

the undersigned, representing the City of Memphis, Tennessee, and the County of Shelby, owners of part of the property shown hereon, hereby adopt this as our plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that we are authorized to act for the City of Memphis and County of Shelby, and that said property is not encumbered by any delinquent taxes.



City of Memphis  
James H. Carter, Jr.  
 Chairman - Memphis & Shelby County Port Commission

Shelby County Commission  
 Chairman - George B. Connel

Date July 3, 1963 By Geoff A. Moore

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James H. Carter, Jr. and George B. Connel, both of whom I know to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged that they executed the foregoing instrument for the purposes and consideration therein expressed.

STATE OF TENNESSEE  
 COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James H. Carter, Jr. and George B. Connel, both of whom I know to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged that they executed the foregoing instrument for the purposes and consideration therein expressed.

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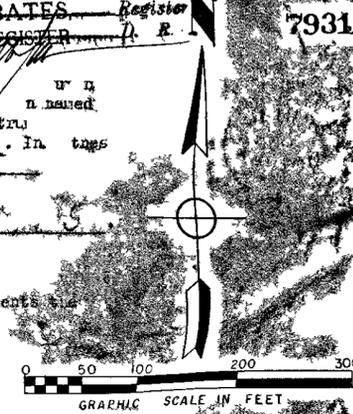
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STATE OF TENNESSEE  
 Shelby County  
 Filed for Registration OCT 28 1963  
 at 941 AM and Noted in Note Book No. 211 Page 147  
 and was recorded 29 1963 in Record Book No. 22 Page 18 Fee 15.00 Paid  
 GUY B. BATES, Register  
 COUNTY REGISTER



**M. KELLAR LAKE SUBDIVISION**  
 (A RE-SUBDIVISION OF PARCEL 2 OF RAYZOR AND BARROW SUBDIVISION OF LOT 1 OF MEMPHIS AND SHELBY COUNTY PORT COMMISSION'S INDUSTRIAL SUBDIVISION)  
 MEMPHIS, SHELBY COUNTY, TENNESSEE

NOTE: BEARINGS AS SHOWN ARE RELATIVE ONLY.

BH 5251

3

**THIS INSTRUMENT PREPARED BY AND RETURN TO:**  
B. Douglas Earthman  
WARING COX  
Morgan Keegan Tower  
50 N. Front Street  
Suite 1300  
Memphis, Tennessee 38103

*RETURN TO:*

Philip G. Kaminsky, Attorney  
1755 Kirby Parkway, Suite 100  
Memphis, TN 38119

**WARRANTY DEED**

**THIS INDENTURE**, made and entered into as of the 3<sup>rd</sup> day of October, 1989, by and between V & R Company, a Tennessee general partnership composed of Valerie H. Thompson and James R. Haygood, III, ("Grantor") and Haygood of Mississippi, Inc., a Mississippi corporation ("Grantee").

**W I T N E S S E T H:**

For and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the following described real estate, situated and being in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

Part of Lots 3 and 4 of Commercial Carriers Subdivision, as recorded in Plat Book 26, Page 47, in the Register's Office of Shelby County, Tennessee, more particularly described as follows:

Beginning at a point in the east line of Channel Avenue (100 feet wide) a distance of 2.00 feet northwardly from the southwest corner of Lot 3, as measured along the east line of Channel Avenue, said point of beginning being in the west line of Lot 3 in Commercial Carriers Subdivision; thence south 88 degrees, 26 minutes, 39 seconds east along a line which is parallel with the dividing line of Lots 3 and 4 a distance of 824.95 feet to a point in the east boundary line of Commercial Carriers Subdivision; thence south 01 degree, 33 minutes, 21 seconds west along the east boundary line of said subdivision a distance of 135.00 feet to a point; thence north 88 degrees, 26 minutes, 39 seconds west along a line which is parallel with the dividing line of Lots 3 and 4 a distance of 824.95 feet to a point in the east line of Channel Avenue, same being a point in the west line of Lot 4; thence north 01 degree, 33 minutes, 21 seconds east along the east line of Channel Avenue, same being along the west line of Lot 4 and Lot 3 a distance of 135.00 feet to the point of beginning.

Being the same property conveyed to Grantor by Warranty Deed of record at Instrument No. T1 6550 in the Register's Office of Shelby County, Tennessee.

This deed is executed and delivered pursuant to an agreement by the general partners of V & R Company, the Grantor herein, to liquidate the partnership as of January 1, 1983.

**TO HAVE AND TO HOLD** the aforescribed real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee, its/his successors and assigns in fee simple forever.

BH 5251

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, Brock McCollum, a Notary Public in the aforesaid State and County, duly commissioned and qualified, personally appeared Valerie H. Thompson and J. R. Haygood, Jr., Executor of the Estate of James R. Haygood, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be all of the partners of V & R Company, the within named bargainor, a partnership, and that they as such partners executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as such partners.

WITNESS my hand and seal, at office in Memphis, Tennessee, this 31st day of October, 1989.

Brock McCollum  
Notary Public

My Commission Expires:  
My Commission Expires March 2, 1993

\*\*\*\*\*

**Property address:**

979 Channel Avenue  
Memphis, Tennessee

**Person or Entity  
Responsible for Payment of  
Taxes:**

Haygood of Mississippi, Inc.  
999 Channel Avenue  
Memphis, TN 38113

Property Owner and Address:  
Haygood of Mississippi, Inc.  
999 Channel Avenue  
Memphis, TN 38113

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred whichever is greater is \$138,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Michael B. Brewer Agent  
Affiant for grantor

Subscribed and sworn to before me the 31st day of October, 1989.

Brock McCollum  
Notary Public

State Tax . . . . . \$ 45.40  
Register's Fee. . . . \$ 9.00  
Recording Fee. . . . \$ 1.00  
Total. . . . . \$ 55.40

T.G.#  
WC# 27004.3(18)

My Commission Expires:

My Commission Expires March 2, 1993

BH 5251

Grantor hereby covenants with the Grantee that Grantor is lawfully seized in fee of the aforescribed real estate; that Grantor has a good right to sell and convey the real estate; that the title and quiet possession to the real estate Grantor hereby warrants and will forever defend against the lawful claims of all persons. Grantor further covenants and warrants that title to the real estate conveyed to Grantee hereby is unencumbered, except for any outstanding City of Memphis and Shelby County taxes, not yet due and payable; subdivision restrictions, building lines and easements of record in Plat Book 26, Page 47, and 10 foot sewer line easement of record in Book 4869, Page 67, both in the Register's Office of Shelby County, Tennessee.

The words Grantor and Grantee as used herein shall mean "Grantors" and "Grantees" if more than one person or entity is referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signatures of the Grantor as of the day and year first above written.

GRANTOR:

V & R Company, a Tennessee general partnership

by: Valerie H. Thompson  
Valerie H. Thompson, partner

by: J. R. Haygood, Jr.  
J. R. Haygood, Jr.,  
Executor of the Estate  
of James R. Haygood, III,  
partner

Valerie H. Thompson  
Valerie H. Thompson,  
individually  
J. R. Haygood, Jr.  
J. R. Haygood, Jr.,  
Executor of the Estate  
of James R. Haygood, III,  
individually

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, Brack's McCollum, a Notary Public in the aforesaid State and County, duly commissioned and qualified, personally appeared Valerie H. Thompson and J. R. Haygood, Jr., Executor of the Estate of James R. Haygood, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Memphis, Tennessee, this 31st day of October, 1989.

Brack's McCollum  
Notary Public

My commission expires:

My Commission Expires March 2, 1993

No.	BH 5251
STATE TAX	455.40
REGISTER'S FEE	1.00
RECORDING FEE	9.00
TOTAL	465.40
STATE OF TENNESSEE SHELBY COUNTY GUY B. BATES REGISTER	

BH5251

SHELBY COUNTY  
REGISTER OF DEEDS  
1989 NOV -1 PM 3:56



*Tom Leatherwood*  
Shelby County Register / Archives

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.



**15123948**

**12/11/2015 - 08:59 AM**

13 PGS

SAMUEL 1405367-15123948

VALUE 114984.00

MORTGAGE TAX 0.00

TRANSFER TAX 425.44

RECORDING FEE 65.00

DP FEE 2.00

REGISTER'S FEE 1.00

WALK THRU FEE 6.50

TOTAL AMOUNT 499.94

**TOM LEATHERWOOD**  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

This Instrument Prepared By and Return To:  
Michael B. Chance  
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
165 Madison Avenue, Suite 2000  
Memphis, Tennessee 38103

### SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into as of this 7<sup>th</sup> day of December, 2015, by and between **Louise Haygood Whittemore**, a married person, and **James R. Haygood, IV**, a married person (collectively, the "Grantor"), and **Temple M. Montgomery, Trustee of the Valerie Thompson Trust Created Under the J.R. Haygood Revocable Trust Dated December 11, 1990** (the "Grantee").

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, and convey unto the Grantee, the real estate situated and being in the County of Shelby, State of Tennessee, and being more particularly described as follows (the "Property"):

#### SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Being the same property conveyed (i) to James R. Haygood by deed of record in Book 5039, Page 12 in the Register's Office of Shelby County, Tennessee and (ii) to James R. Haygood, Jr. (one and the same person as James R. Haygood) by deed of record in Book 5236, Page 240 in such Register's Office, less and except that certain property conveyed by deeds of record (A) in Book 5039, Page 21, (B) at Instrument No. J4 5158, and (C) at Instrument No. EL 2939, all in such Register's Office. James R. Haygood died on or about June 6, 1995. Pursuant to the Last Will and Testament of James R. Haygood, Deceased, in the Probate Court of Shelby County, Tennessee, Docket No. B-25718, the Property vested in the Trustee of the J.R. Haygood Revocable Trust dated December 11, 1990. While the beneficiaries of the J.R. Haygood Revocable Trust dated December 11, 1990 were (x) the Trustee of the Letitia M. Haygood Marital Trust, (y) the Trustee of the Letitia M. Haygood GST Exempt Trust, and (z) the Trustee of the J.R. Haygood Family Trust, the Property was allocated to the Letitia M. Haygood Marital Trust by the Trustee of the J.R. Haygood Revocable Trust dated December 11, 1990. Letitia M. Haygood died on or about September 19, 2012. Pursuant to the terms of the J.R. Haygood Revocable Trust dated December 11, 1990, the Property, which was then held by the Trustee of the Letitia M. Haygood Marital Trust created under the J.R. Haygood Revocable Trust dated December 11, 1990, became vested in (1) the Trustee of the Valerie Thompson Trust created under the J.R. Haygood Revocable Trust dated December 11, 1990 and (2) Louise Haygood Whittemore and James R. Haygood, IV, each being over the age of thirty-five (35) years at that time. As of the date hereof, the owners the Property are Louise Haygood Whittemore, James R. Haygood, IV, and Temple M. Montgomery, Trustee of the Valerie Thompson Trust created under the J.R. Haygood Revocable Trust dated December 11, 1990. Accordingly, the Grantors hereunder are Louise Haygood Whittemore and James R. Haygood, IV. Temple M. Montgomery, Trustee of the J. R. Haygood Revocable Trust dated December 11, 1990, and Temple M. Montgomery, Trustee of (i) the Letitia M. Haygood Marital Trust, (ii) the Letitia M. Haygood GST

Exempt Trust, (iii) the J.R. Haygood Family Trust, and (iv) the Jimmy Haygood Trust, all created under the J.R. Haygood Revocable Trust dated December 11, 1990, joins herein to quitclaim and does hereby quitclaim whatever right, title, and interest, if any, it may have in the Property to the Grantee. Sarah Stegall Haygood, spouse of James R. Haygood, IV, and John Russell Whittemore, spouse of Louise Haygood Whittemore, join herein to quitclaim and do hereby quitclaim whatever right, title, and interest, if any, they may have in the Property by virtue of their respective marriage to such Grantor spouse to Grantee. It is the intent that by virtue of this deed that Temple M. Montgomery, Trustee of the Valerie Thompson Trust created under the J.R. Haygood Revocable Trust dated December 11, 1990, shall be the sole owner of the Property. The legal description of the Property is taken from the deeds described above.

TO HAVE AND TO HOLD the Property together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, its successors and assigns in fee simple forever.

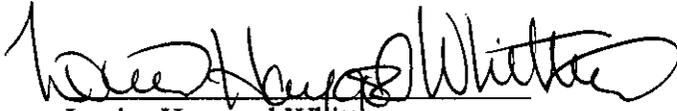
Grantor hereby covenants with Grantee that its is lawfully seized in fee of the Property; that it has a good right to sell and convey the same; that the same is unencumbered, except for those items set forth on **EXHIBIT B** attached hereto and incorporated hereby by reference; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through, and under a conveyance from the Grantor but not further or otherwise.

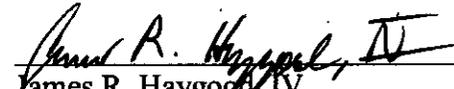
The words Grantor and Grantee as used herein shall mean "Grantors" and "Grantees," respectively, if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

THIS INSTRUMENT WAS PREPARED SOLELY FROM THE REVIEW OF TITLE FILE NUMBER 5481672 (THE "TITLE FILE"), CERTIFIED AS OF SEPTEMBER 28, 2015, PREPARED BY CHICAGO TITLE INSURANCE COMPANY. THE PREPARER MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY BEING CONVEYED HEREIN. THIS INSTRUMENT HAS BEEN PREPARED SOLELY FROM INFORMATION CONTAINED IN THE TITLE FILE, AND THE PREPARER MAKES NO REPRESENTATION WHATSOEVER OTHER THAN THAT IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION CONTAINED IN THE TITLE FILE.

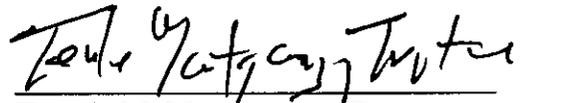
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the signatures of Grantor and those parties joining in this special warranty deed as of the day and year first above written.

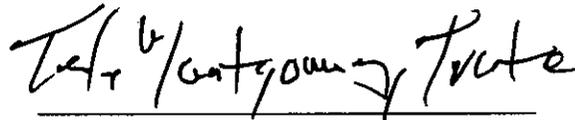
  
Louise Haygood Whittmore

  
James R. Haygood, IV

  
Temple M. Montgomery, Trustee  
of the J. R. Haygood Revocable  
Trust dated December 11, 1990

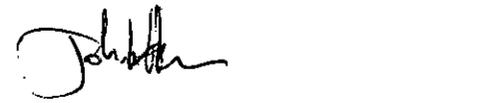
  
Temple M. Montgomery, Trustee  
of the Letitia M. Haygood Marital Trust  
created under the J.R. Haygood Revocable  
Trust dated December 11, 1990

  
Temple M. Montgomery, Trustee  
of the Letitia M. Haygood GST Exempt  
Trust created under the J.R. Haygood  
Revocable Trust dated December 11,  
1990

  
Temple M. Montgomery, Trustee  
of the J.R. Haygood Family Trust  
created under the J.R. Haygood  
Revocable Trust dated December 11,  
1990

  
Temple M. Montgomery, Trustee of  
the Jimmy Haygood Trust created  
under the J.R. Haygood Revocable  
Trust dated December 11, 1990

  
Sarah Stegall Haygood

  
John Russell Whittmore

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared Louise Haygood Whittemore, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial seal, at office this 4<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
Notary Public



My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared James R. Haygood, IV, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial seal, at office this 4<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
Notary Public



My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Temple M. Montgomery, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Trustee of the J.R. Haygood Revocable Trust dated December 11, 1990, the within named bargainor, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing his name as such Trustee.

Witness my hand and seal this the 3<sup>RD</sup> day of December, 2015.

Toni M. Luther  
Notary Public

My Commission Expires:



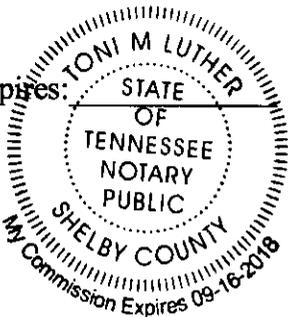
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Temple M. Montgomery, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Trustee of the Letitia M. Haygood Marital Trust created under the J.R. Haygood Revocable Trust dated December 11, 1990, the within named bargainor, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing his name as such Trustee.

Witness my hand and seal this the 3<sup>RD</sup> day of December, 2015.

Toni M. Luther  
Notary Public

My Commission Expires:



STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Temple M. Montgomery, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Trustee of the Letitia M. Haygood GST Exempt Trust created under the J.R. Haygood Revocable Trust dated December 11, 1990, the within named bargainer, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing his name as such Trustee.

Witness my hand and seal this the 3<sup>RD</sup> day of December, 2015.

My Commission Expires:



Toni M. Luther  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Temple M. Montgomery, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Trustee of the J.R. Haygood Family Trust created under the J.R. Haygood Revocable Trust dated December 11, 1990, the within named bargainer, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing his name as such Trustee.

Witness my hand and seal this the 3<sup>RD</sup> day of December, 2015.

My Commission Expires:



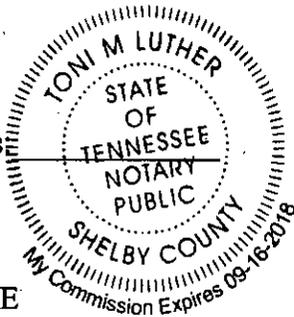
Toni M. Luther  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Temple M. Montgomery, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Trustee of the Jimmy Haygood Trust created under the J.R. Haygood Revocable Trust dated December 11, 1990, the within named bargainor, and that he as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing his name as such Trustee.

Witness my hand and seal this the 3RD day of December, 2015.

My Commission Expires \_\_\_\_\_



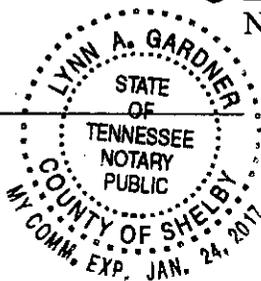
Toni M. Luther  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared Sarah Stegall Haygood, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial seal, at office this 4th day of December, 2015.

My Commission Expires: \_\_\_\_\_



Lynn A. Gardner  
Notary Public

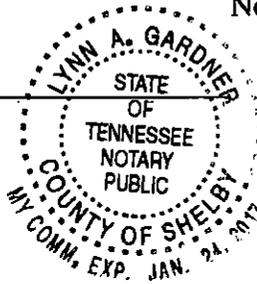
STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared John Russell Whittemore, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial seal, at office this 4<sup>th</sup> day of December, 2015.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



STATE OF TENNESSEE  
COUNTY OF SHELBY

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred whichever is greater, is \$ 114,984, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Signature], Att. for transfer  
Affiant

Subscribed and sworn to before me this 7<sup>th</sup> day of December 2015.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



Property Address:  
985 Channel Avenue  
Memphis, Tennessee  
Tax Parcel I.D. No.: 50-107-14

Property Owner's Name and Address and Mail Tax Bills to:  
Valerie THOMASON TRUST  
670 COLONIAL STE 1  
MEMPHIS, TN 38117

**EXHIBIT A**

Situated and lying in Shelby County, Tennessee:

**TRACT I:**

**"Lot 2, Rayzor and Barrow Subdivision as shown on plat of record in plat book 18, page 22, in the Register's office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property."**

**TRACT II:**

**Lot 4 and the South 2 feet of Lot 3, Commercial Carriers Subdivision, as same is shown on Plat of Record in Plat Book 28, Page 47, Register's Office, Shelby County, Tennessee, and being more particularly described as follows:**

**Beginning at a point in the East line of Channel Avenue (100 feet wide) at the most western Southwest corner of Lot 4 of said Subdivision; thence North 1 degree 33 minutes 21 seconds East along the East line of Channel Avenue 161.76 feet to a point, the Northwest corner of the property conveyed to Commercial Carriers, Inc., by instrument of record in Book 5022, Page 333, of said Register's Office; thence Eastwardly by an interior angle of 90 degrees, parallel and two feet North of the line dividing Lots 3 and 4 of said Subdivision, and along the North line of the property conveyed to Commercial Carriers, Inc. as above recited a distance of 824.95 feet to a point in the East line of said subdivision, the Northeast corner of the property conveyed to Commercial Carriers, Inc., as above recited; thence South 1 degree 33 minutes 21 seconds West, along the East line of said Subdivision a distance of 781.01 feet to the Southeast corner of Lot 4 of said subdivision; thence following the line of said Lot 4, North 51 degrees 19 minutes 49 seconds West 411.64 feet, North 88 degrees 26 minutes 39 seconds West 221.69 feet, North 1 degree 33 minutes 21 seconds East 350.88 feet, North 88 degrees 26 minutes 39 seconds West 275 feet to the point of beginning.**

LESS AND EXCEPT:

TRACT I:

Parcel I:

**Part of Parcel 2 in Rayzor & Barrow Subdivision of Lot 1 of Memphis & Shelby County Port Commission's Industrial Subdivision, and being more particularly described as follows:**

Beginning at a point in the east line of Lot 2 in Memphis & Shelby County Port Commission's Industrial Subdivision, said point of beginning being 65.00 feet southeast of an iron stake located at an angle point in the east line of said Lot 2, said iron stake being 337.10 feet south of the northeast corner of said Lot 2 as measured along the east line of said Lot 2; thence south 16 degrees, 49 minutes, 34 seconds east along the east line of said Lot 2 a distance of 886.32 feet to a point; thence south 60 degrees, 56 minutes, 09 seconds east along the easterly line of said Lot 2, a distance of 591.92 feet to a point in the Harbor Channel Line; thence along the Harbor Channel Line north 1 degree, 33 minutes 21 seconds east a distance of 962.91 feet to the southeast corner of Lot 4 in Commercial Carriers Subdivision; thence north 51 degrees, 19 minutes, 49 seconds west along the southwest line of Lot 4 in Commercial Carriers Subdivision a distance of 251.22 feet to a stake; thence north 88 degrees 26 minutes 39 seconds west and parallel with the line dividing Lots 3 and 4 in Commercial Carriers Subdivision a distance of 604.76 feet to the point of beginning.

## Parcel II:

**ALSO:**

A permanent non-exclusive easement for ingress and egress described as:

Beginning at a point in the northwest corner of the above described parcel; running thence in a northwardly direction along the west line of the property of the parties of the second part herein a distance of 20 feet, more or less, to a point in the southeast line of that certain easement dated February 6, 1963, between Memphis & Shelby County Port Commission, City of Memphis and County of Shelby, to J. R. Haygood; running thence north 49 degrees 46 minutes 34 seconds west a distance of 117.95 feet to a point in the easterly line of railroad spur track right-of-way (34 feet wide); running thence in a northwardly direction and along the east line of said spur track right-of-way a distance of 41.1 feet to a point; running thence south 49 degrees 46 minutes 34 seconds east a distance of 130 feet, more or less, to a point that is 35 feet eastwardly from the west line of the property owned by the parties of the first part herein as measured at right angles to said west line; running thence south 16 degrees 49 minutes 34 seconds east and parallel to said west line a distance of 55 feet, more or less, to a point in the north line of Parcel I hereinabove described; running thence westwardly 35 feet, more or less, to the point of beginning.

## TRACT II:

Part of Lots 3 and 4 of Commercial Carriers Subdivision, as recorded in Plat Book 26, Page 47, in the Register's Office of Shelby County, Tennessee, more particularly described as follows:

Beginning at a point in the east line of Channel Avenue (100 feet wide) a distance of 2.00 feet northwardly from the southwest corner of Lot 3, as measured along the east line of Channel Avenue, said point of beginning being in the west line of Lot 3 in Commercial Carriers Subdivision; thence south 88 degrees, 26 minutes, 39 seconds east along a line which is parallel with the dividing line of Lots 3 and 4 a distance of 824.95 feet to a point in the east boundary line of Commercial Carriers Subdivision; thence south 01 degree, 33 minutes, 21 seconds west along the east boundary line of said subdivision a distance of 135.00 feet to a point; thence north 88 degrees, 26 minutes, 39 seconds west along a line which is parallel with the dividing line of Lots 3 and 4 a distance of 824.95 feet to a point in the east line of Channel Avenue, same being a point in the west line of Lot 4; thence north 01 degree, 33 minutes, 21 seconds east along the east line of Channel Avenue, same being along the west line of Lot 4 and Lot 3 a distance of 135.00 feet to the point of beginning.

## TRACT III:

Beginning at a point in the northwest corner of Lot 2, McRellar Lake Subdivision (Plat Book 28, Page 10), said point being in the northeasterly line of Channel Place and a 35 foot sanitary sewer easement; thence North 16 degrees 43 minutes 34 seconds West a distance of 53.27 feet to a point; thence North 49 degrees 48 minutes 34 seconds West a distance of 51.98 feet to a point; thence North 01 degree 33 minutes 21 seconds East a distance of 65.0 feet to a point; thence South 88 degrees 26 minutes 39 seconds East a distance of 824.95 feet to a point; thence South 01 degree 33 minutes 21 seconds West a distance of 301.59 feet to a point; thence North 51 degrees 15 minutes 49 seconds West a distance of 251.22 feet to a point; thence North 88 degrees 26 minutes 39 seconds West a distance of 587.88 feet to the point of beginning.

**EXHIBIT B**

1. The lien of the following general and special taxes for the year or years specified and subsequent years: 2016 Shelby County real property taxes, not yet due and payable, and 2016 City of Memphis real property taxes, not yet due and payable.
2. Subdivision restrictions, building lines, and easements of record in Plat Book 17, Page 2; Plat Book 18, Page 22; Plat Book 26, Page 47; and Plat Book 28, Page 18, all in the Register's Office of Shelby County, Tennessee.
3. Easements of record in Book 4869, Page 67; Book 5039, Page 21; Book 5067, Page 97; and Instrument Nos. E6 4212, CN 5708, EL 2939, H8 8248, and J2 7390, all in such Register's Office.
4. Memorandum lease of lease of record at Instrument No. BK 5240, rerecorded at Instrument No. BP 2362, both in such Register's Office.

**From:** [Brenda Solomito Basar](#)  
**To:** [Ford Sr., Edmund](#); [Johnson, Cheyenne](#); [Bacchus, Brian](#); [Owens, Brianna](#); [Amanda Presley Hood](#); [Wilkins-Hitchings, Nina](#)  
**Subject:** Morgan Steel SUP Set for November 15, 2022  
**Date:** Tuesday, November 8, 2022 2:16:13 PM  
**Attachments:** [image.png](#)  
[morgan steel sup presentation 9-8-22.pdf](#)

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**CAUTION:** This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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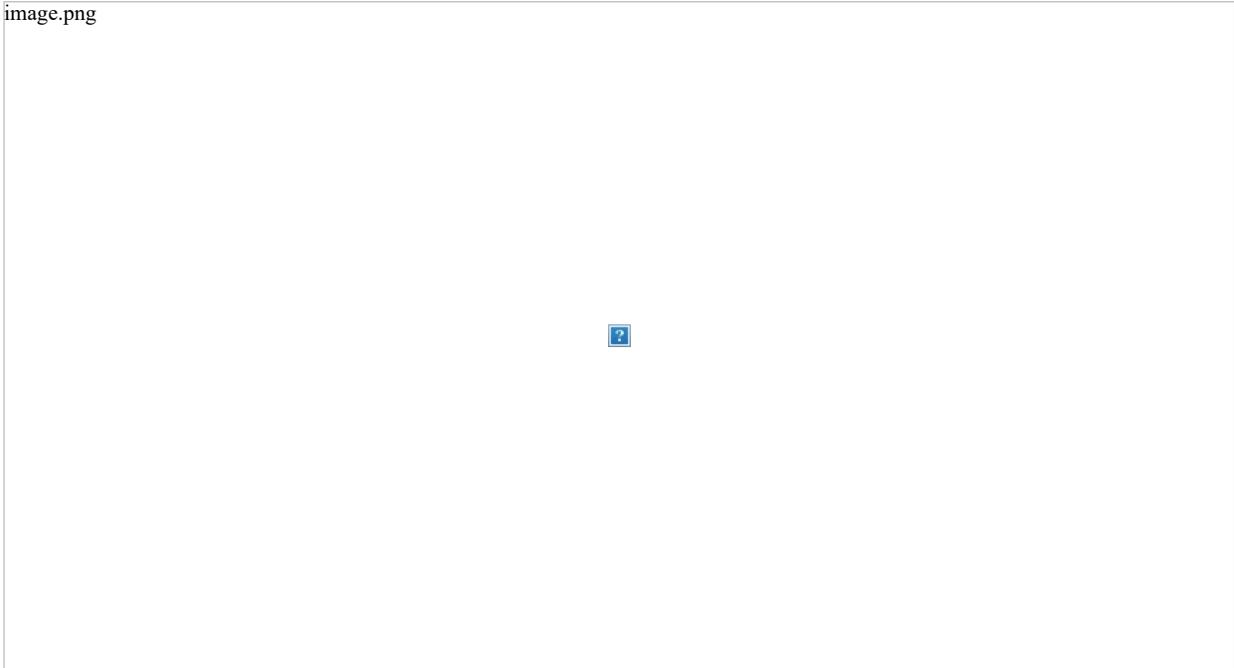
Good afternoon all,

An application for a SUP is set to be heard by the Memphis City Council on November 15, 2022. The application to permit recycling was approved unanimously by the Land Use Control Board and without opposition on October 13, 2022.

Located on President's Island and zoned Heavy Industrial (I-H), Morgan Steel seeks to expand its existing operation. Morgan Steel is a metal service center and contract manufacturer based out of Memphis, TN. They offer steel distribution, processing, and delivery via an in-house fleet across the country. The industries we supply include OEMs, steel service centers, fabricators, agriculture, material handling, and more.

Please do not hesitate to call me at 901-569-0310 if you have any questions.

image.png



Brenda Solomito Basar

[901.569.0310](tel:9015690310) cell  
[solomitolandplanning.com](http://solomitolandplanning.com)



# Proposed Special Use Permit



MORGAN  
**STEEL**



Morgan Steel is a metal service center and contract manufacturer based out of Memphis, TN. We offer steel distribution, processing, and delivery via an in-house fleet across the country. The industries we supply include OEMs, steel service centers, fabricators, agriculture, material handling, and more.

Morgan Steel was founded in February 2014 with a 45,000-square-foot warehouse. We began with less than twenty employees, five trucks, one shear, two saws, and a vision. We have grown to a team of almost 200 people and still hold the values that made us successful from the beginning. We believe building relationships will allow us to provide the best value, service, and quality.

We now offer massive processing capabilities and distribute over 400 tons of steel daily with our ever-growing fleet of trucks. We are continually investing in growth to maintain short lead times and the flexibility needed to adapt to the new ways that customers are coming to the market. We exist because of the people who got us here - our suppliers, families, team members, and customers.



- Property contains two lots
- Zoned Heavy Industrial (I-H)
- Subdivision Recorded in 1963
- Heavy Industrial uses existed on the site since 1963.
  
- Leased property for Morgan Steel recycling facility in June 2022.
- The request for Special Use Permit is to allow metal recycling in addition to the existing permitted uses.



**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 10/18/2022**

**DATE**

**PUBLIC SESSION: 10/18/2022**

**DATE**

**ITEM (CHECK ONE)**

ORDINANCE      \_\_\_\_\_ RESOLUTION       REQUEST FOR PUBLIC HEARING

**ITEM CAPTION:**

Zoning ordinance amending Ordinance No. 5367 of Code of Ordinance, City of Memphis, Tennessee, adopted on August 10, 2010, as amended, known as the Memphis and Shelby County Unified Development code, to authorize a zoning use district reclassification for land located at the northwest corner of North Second Street and Hickory Avenue. By taking the land out of the Commercial Mixed Use – 3 (CMU-3) and Employment (EMP) Use District and including it in the Residential Urban – 3 (RU-3) Use District, known as case number Z 22-007

**CASE NUMBER:**

Z 22-007

**LOCATION:**

Northwest corner of North Second Street and Hickory Avenue

**COUNCIL DISTRICTS:**

District 7 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:**

Memphis and Shelby County Community Redevelopment Agency

**REPRESENTATIVES:**

Cindy Reaves on behalf of SR Consulting, LLC

**REQUEST:**

Rezoning of +/-1.26 acres from Commercial Mixed Use – 3 (CMU-3) and Employment (EMP) to Residential Urban – 3 (RU-3)

**RECOMMENDATION:**

The Division of Planning and Development recommended *Approval*  
The Land Use Control Board recommended *Approval*

**RECOMMENDED COUNCIL ACTION:**

**Public Hearing Required**  
Set date for first reading – October 18, 2022  
Second reading – November 1, 2022  
Third reading – November 15, 2022

**PRIOR ACTION ON ITEM:**

(1) \_\_\_\_\_  
09/08/2022  
(1) Land Use Control Board

APPROVAL - (1) APPROVED (2) DENIED  
DATE  
ORGANIZATION - (1) BOARD / COMMISSION  
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

(2) \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

REQUIRES CITY EXPENDITURE - (1) YES (2) NO  
AMOUNT OF EXPENDITURE  
REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

OPERATING BUDGET  
CIP PROJECT # \_\_\_\_\_  
FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

Kandora Cobb  
Burt Rye  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>DATE</u>	<u>POSITION</u>
<u>10/11/22</u>	PRINCIPAL PLANNER
	DEPUTY ADMINISTRATOR
<u>10/11/22</u>	ADMINISTRATOR
	DIRECTOR (JOINT APPROVAL)
	COMPTROLLER
	FINANCE DIRECTOR
	CITY ATTORNEY
	<b>CHIEF ADMINISTRATIVE OFFICER</b>
	<b>COMMITTEE CHAIRMAN</b>



## Memphis City Council Summary Sheet

### **Z 22-007**

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCE, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED AT THE NORTHWEST CORNER OF NORTH SECOND STREET AND HICKORY AVENUE. BY TAKING THE LAND OUT OF THE COMMERCIAL MIXED USE – 3 (CMU-3) AND EMPLOYMENT (EMP) USE DISTRICTS AND INCLUDING IT IN THE RESIDENTIAL URBAN – 3 (RU-3) USE DISTRICT, KNOWN AS CASE NUMBER Z 22-007

- Approval of this zoning district reclassification will be reflected on the Memphis and Shelby County Zoning Atlas; and
- No contracts are affected by this item; and
- No expenditure of funds/budget amendments are required by this item.

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, September 8, 2022**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** Z 22-007

**LOCATION:** Northwest corner of North Second Street and Hickory Avenue

**COUNCIL DISTRICT(S):** District 7 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Memphis and Shelby County Community Redevelopment Agency

**REPRESENTATIVE:** Cindy Reaves on behalf of SR Consulting, LLC

**REQUEST:** Rezoning of +/-1.26 acres from Commercial Mixed Use – 3 (CMU-3) and Employment (EMP) to Residential Urban – 3 (RU-3)

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**The following spoke in support of the application:** None

**The following spoke in opposition of the application:** None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval of the application.

**The motion passed by a unanimous vote of 9-0 on the consent agenda.**

Respectfully,  
*Kendra Cobbs*

Kendra Cobbs, AICP, CNU-A  
Principal Planner  
Land Use and Development Services  
Division of Planning and Development

Cc: Committee Members  
File



**ORDINANCE NO: \_\_\_\_\_**

**ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCE, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED AT NORTHWEST CORNER OF NORTH SECOND STREET AND HICKORY AVENUE BY TAKING THE LAND OUT OF THE COMMERCIAL MIXED USE – 3 (CMU-3) AND EMPLOYMENT (EMP) USE DISTRICTS AND INCLUDING IT IN THE RESIDENTIAL URBAN – 3 (RU-3) USE DISTRICT, KNOWN AS CASE NUMBER Z 22-007**

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**WHEREAS**, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation, designated as **Case Number: Z 22-007**; and

**WHEREAS**, the Memphis and Shelby County Land Use Control Board has filed its recommendation and the Division of Planning and Development has filed its report and recommendation with the Council of the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned amendment pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said amendment is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, the provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with.

**NOW THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF MEMPHIS:**

**SECTION 1:**

**THAT**, the Memphis and Shelby County Unified Development Code, Ordinance No. 5367 of the Code of Ordinances, City of Memphis, as amended, be and the same hereby is amended with respect to Use Districts, as follows:

**BY TAKING THE FOLLOWING PROPERTY OUT OF THE COMMERCIAL MIXED USE – 3 (CMU-3) AND EMPLOYMENT (EMP) USE DISTRICT AND INCLUDING IT IN THE RESIDENTIAL URBAN – 3 (RU-3) USE DISTRICT.**

The following property located in the City of Memphis, Tennessee being more particularly described as follows:

**PARCEL 14**

**0 NORTH SECOND -PARCEL ID # 022-001-00014**

**PART OF LOT 93, FREEMAN AND BRINKLEY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 131, AND BEING MORE PARTICULARLY DESCRIBED IN WARRANTY DEED AT 1988-405, AND FILED IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**BEING THE SAME PROPERTY CONVEYED TO GRANTOR BY WARRANTY DEED AT BOOK 1988, PAGE 405 DATED JUNE 17, 1948 AND FILED IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**WITH EXCEPTIONS TO TITLE- EASEMENT OF RECORD AT PLAT BOOK 3, PAGE 113, FILED IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**PARCEL 15**

**0 N SECOND, MEMPHIS, TN- TAX PARCEL ID: 022-001-00015**

**PART OF LOTS 90, 91,92 AND 93, OF FREEMAN & BRINKLEY SUBDIVISION, OF PART OF CHEEK AND PATE SUBDIVISION IN COUNTRY LOT 535 AS PER PLAT OF RECORD IN PLAT BOOK 2, PAGE 131, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CHISEL MARK CUT IN THE CONCRETE SIDEWALK IN THE INTERSECTION OF THE WEST LINE OF NORTH SECOND STREET WITH THE NORTH LINE OF HICKORY AVENUE, THENCE NORTHWARDLY WITH SAID WEST LINE OF NORTH SECOND STREET 162.5 FEET TO A CHISEL MARK CUT IN SAID CONCRETE SIDEWALK; THENCE WESTWARDLY PARALLEL WITH HICKORY AVENUE 120 FEET TO THE EAST LINE OF AN ALLEY; THENCE SOUTHWARDLY WITH SAID EAST LINE OF ALLEY 89.3 FEET TO A STAKE; THENCE EASTWARDLY PARALLEL WITH HICKORY AVENUE 30.8 FEET TO A STAKE; THENCE SOUTHWARDLY PARALLEL WITH NORTH SECOND STREET 73.2 FEET TO A STAKE IN THE NORTH LINE OF HICKORY AVENUE; THENCE EASTWARDLY WITH NORTH LINE OF HICKORY AVENUE 89.2 FEET TO THE BEGINNING.**

**LESS AND EXCEPT THAT PART OF LOT 93 CONVEYED TO THE CITY OF MEMPHIS AND DESCRIBED IN WARRANTY DEED OF RECORD IN BOOK 1988, PAGE 405, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**BEING ONE AND THE SAME PROPERTY CONVEYED TO ALAN HIGDON AND BRITTNEY HIGDON, BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 0463868 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**THIS CONVEYANCE IS MADE SUBJECT TO SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD IN PLAT BOOK 2, PAGE 131; ALL IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE; AND EXCEPT FOR 2021 SHELBY COUNTY TAXES AND 2021 MEMPHIS CITY TAXES, NOT NOW DUE OR PAYABLE, WHICH PARTY OF THE SECOND PART HEREBY ASSUMES AND AGREES TO PAY.**

**PARCEL 16**

**0 HICKORY, MEMPHIS, TN- TAX PARCEL ID: 022-001-00016**

**PART OF LOTS 90 THROUGH 92, FREEMAN AND BRINKLEY'S SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 131, OF THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE IN THE NORTH LINE OF HICKORY AVENUE 89.2 FEET WESTWARDLY FROM THE WEST LINE OF NORTH SECOND STREET; THENCE WESTWARDLY WITH SAID NORTH LINE OF HICKORY AVENUE 30.8 FEET TO THE EAST LINE OF AN ALLEY; THENCE NORTHWARDLY WITH THE EAST LINE OF SAID ALLEY 73.2 FEET TO A STAKE; THENCE EASTWARDLY PARALLEL WITH HICKORY AVENUE 30.8 FEET TO A STAKE; THENCE SOUTHWARDLY 73.2 FEET TO THE POINT OF BEGINNING.**

**BEING ONE AND THE SAME PROPERTY CONVEYED TO ALAN HIGDON AND BRITTNEY HIGDON BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 14005384 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**THIS CONVEYANCE IS MADE SUBJECT TO SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD IN PLAT BOOK 2, PAGE 131; ALL IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE; AND EXCEPT FOR 2021 SHELBY COUNTY TAXES AND 2021 MEMPHIS CITY TAXES, NOT NOW DUE OR PAYABLE, WHICH PARTY OF THE SECOND PART HEREBY ASSUMES AND AGREES TO PAY.**

**PARCEL 17**

**114 HICKORY, MEMPHIS, TN- TAX PARCEL ID: 022-001-00017**

**LOTS 94 AND 95, FREEMAN AND BRINKLEY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 131, IN THE REGISTER'S OFFICE, SHELBY COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.**

**LESS & EXCEPT THAT PART RETAINED BY THE CITY OF MEMPHIS & THE COUNTY OF SHELBY, AS SHOWN ON TAX MAP AS PARCEL NO. 022-001-00013.**

**BEING ONE AND THE SAME PROPERTY CONVEYED TO ALAN HIGDON AND BRITTNEY HIGDON BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 11036917 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**THIS CONVEYANCE IS MADE SUBJECT TO SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD IN PLAT BOOK 2, PAGE 131; ALL IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE; AND EXCEPT FOR 2021 SHELBY COUNTY TAXES AND 2021 MEMPHIS CITY TAXES, NOT NOW DUE OR PAYABLE, WHICH PARTY OF THE SECOND PART HEREBY ASSUMES AND AGREES TO PAY.**

**PARCEL 18**

**112 HICKORY, MEMPHIS, TN- TAX PARCEL ID: 022-001-00018**

**LOT 96 IN FREEMAN'S AND BRINKLEY'S SUBDIVISION, PART OF COUNTRY LOT 535, AS RECORDED MAY 12, 1891, IN PLAT BOOK 2, PAGE 131, HAVING A FRONTAGE OF 30 FEET ON THE NORTH SIDE OF HICKORY (FORMERLY BRINKLEY) STREET, AND**

**EXTENDING BACK BETWEEN PARALLEL LINES 162½ FEET.**

**LESS AND EXCEPT: PART SOLD AT 2029-440 PART OF LOT 96, FREEMAN AND BRINKLEY SUBDIVISION, AS OF RECORD IN PLAT BOOK 2, PAGE 131, IN THE OFFICE OF THE REGISTER OF SHELBY COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 96, SAID POINT BEING 100 FEET NORTH OF THE NORTH LINE OF HICKORY AVENUE; RUNNING THENCE NORTHWARDLY 62.5 FEET TO THE NORTH LINE OF LOT 96; THENCE WESTWARDLY 30 FEET TO THE WEST LINE OF LOT 96; THENCE SOUTHWARDLY 62.5 FEET; THENCE EASTWARDLY 30 FEET TO THE POINT OF BEGINNING. BEING A PART OF THAT PROPERTY DESCRIBED IN DEED OF RECORD IN BOOK 1982, PAGE 525, IN THE AFORESAID REGISTER'S OFFICE.**

**BEING ONE AND THE SAME PROPERTY CONVEYED TO ALAN HIGDON OR BRITTNEY HIGDON BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 11036918 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**THIS CONVEYANCE IS MADE SUBJECT TO SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD IN PLAT BOOK 2, PAGE 131; ALL IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE; AND EXCEPT FOR 2021 SHELBY COUNTY TAXES AND 2021 MEMPHIS CITY TAXES, NOT NOW DUE OR PAYABLE, WHICH PARTY OF THE SECOND PART HEREBY ASSUMES AND AGREES TO PAY.**

**PARCEL 19**

**0 HICKORY AVENUE- (PARCEL ID# 022-001-00019)**

**THE SOUTH 100 FEET OF LOT 97, FREEMAN AND BRINKLEY SUBDIVISION AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 2, PAGE 131, AND FILED IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.**

**BEING THE SAME PROPERTY CONVEYED TO GRANTOR BY TAX SALE #2, TRD 9413-3 DATED AUGUST 3, 1983 AS SHOWN IN THE CHANCERY COURT OF TENNESSEE FOR THE TENTH CHANCERY DIVISION AT MEMPHIS.**

**PARCEL 20**

**0 HICKORY, MEMPHIS, TN- TAX PARCEL ID: 022-001-00020**

**THE SOUTH 100 FEET OF LOT 98, FREEMAN AND BRINKLEY'S SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 131, OF THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH SIDE OF HICKORY AVENUE 253 FEET WEST OF NORTH SECOND STREET; RUNNING THENCE WESTWARDLY ALONG THE NORTH LINE OF HICKORY STREET 50 FEET TO A POINT; RUNNING THENCE NORTHWARDLY 100 FEET TO A POINT; RUNNING THENCE EASTWARDLY 50 FEET TO A POINT; RUNNING THENCE SOUTHWARDLY 100 FEET TO THE POINT OF BEGINNING.**

**BEING THE SAME PROPERTY CONVEYED TO ALAN HIGDON & BRITTNEY HIGDON BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 14005383, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**THIS CONVEYANCE IS MADE SUBJECT TO SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD IN PLAT BOOK 2, PAGE 131; EASEMENT OF RECORD AT BOOK 3178, PAGE 336 AND INSTRUMENT NO. CT 4870; ALL IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE; AND EXCEPT FOR 2021 SHELBY COUNTY TAXES AND 2021 MEMPHIS CITY TAXES, NOT NOW DUE OR PAYABLE, WHICH PARTY OF THE SECOND PART HEREBY ASSUMES AND AGREES TO PAY.**

**PARCEL 21**

**SAID REPORT IS CONFIRMED IN ALL THINGS AS TO PARENT PARCEL 02200100000210, PARCEL NO(S).**

**02200100000210, PROPERTY LOCATION: 100 HICKORY.**

**LOT NO. S PT 99; ACRE(S): 0.0710**

**LOT SIZE: 31.0 X 1 00**

**LEGAL DESCRIPTION RECORDED IN THE SHELBY COUNTY REGISTER'S OFFICE:  
W78337**

**FURTHER DESCRIBED AS:**

***THE SOUTH 110 FEET OF LOT 99, FREEMAN AND BRINKLEY'S SUBDIVISION OF 17 ACRES OF LOT 535, SAID LOT'S SOUTHEAST CORNER BEING LOCATED AT A POINT 290 FEET, MORE OR LESS, WEST OF SECOND STREET, FRONTING 31 FEET, MORE OR LESS, ON THE NORTH SIDE OF HICKORY AVENUE (FORMERLY KNOWN AS BRINKLEY STREET), AND RUNNING BACK NORTHWARDLY BETWEEN PARALLEL LINES 162 FEET, MORE OR LESS, AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED OF RECORD IN BOOK 4485, PAGE 22 7, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.***

***BEING THE SAME PROPERTY AS DESCRIBED IN INSTRUMENT NO. W7-833 7. THE ABOVE DESCRIPTION IS THE SAME AS FOUND IN PRIOR DEED OF RECORD AS A BOUNDARY LINE SURVEY WAS NOT DONE AT THE TIME OF THIS CONVEYANCE.***

**PARCEL 22**

**0 HICKORY, MEMPHIS, TN- TAX PARCEL ID: 022-001-00022**

**THE SOUTH 100 FEET OF LOT 100, AND THE SOUTH 100 FEET OF THE EAST 8 FEET OF LOT 101, FREEMAN AND BRINKLEY'S SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 13 I, OF THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT IN THE NORTH LINE OF HICKORY STREET 334 FEET WEST OF THE WEST LINE OF NORTH SECOND STREET; SAID POINT BEING THE SOUTHEAST COMER OF LOT 100; RUNNING THENCE WEST ALONG THE NORTH LINE OF HICKORY STREET 39 FEET TO A POINT IN THE SOUTHEAST COMER OF THE PROPERTY CONVEYED BY DEED RECORDED IN BOOK 2781, PAGE 242 IN SAID REGISTER'S**

**OFFICE; RUNNING THENCE NORTHWARDLY 100 FEET TO A POINT; RUNNING THENCE EASTWARDLY 39 FEET TO A POINT; RUNNING THENCE SOUTHWARDLY 100 FEET TO A POINT IN THE NORTH LINE OF HICKORY STREET TO THE POINT OF BEGINNING.**

**BEING ONE AND THE SAME PROPERTY CONVEYED TO ALAN HIGDON AND BRITTNEY HIGDON BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 14005429 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**PARCEL 23**

**0 HICKORY, MEMPHIS, TN- TAX PARCEL ID: 022-001-00023**

**THE EAST 2 FEET OF LOT 102, WEST 23 FEET OF LOT 101, FREEMAN AND BRINKLEY'S SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 131, OF THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY. AND BEING 25 FEET BY 100 FEET ON HICKORY.**

**BEING ONE AND THE SAME PROPERTY CONVEYED TO ALAN HIGDON AND BRITTNEY HIGDON BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 14005382 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**THIS CONVEYANCE IS MADE SUBJECT TO SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD IN PLAT BOOK 2, PAGE 131; AND EASEMENT OF RECORD AT BOOK 2781, PAGE 242; ALL IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE; AND EXCEPT FOR 2021 SHELBY COUNTY TAXES AND 2021 MEMPHIS CITY TAXES, NOT NOW DUE OR PAYABLE, WHICH PARTY OF THE SECOND PART HEREBY ASSUMES AND AGREES TO PAY.**

**PARCEL 24**

**0 HICKORY, MEMPHIS, TN- TAX PARCEL ID: 022-001-00024**

**THE WEST 29 FEET OF LOT 102, FREEMAN AND BRINKLEY SUBDIVISION, IN COUNTRY LOT 535 AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 131, OF THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE NORTH LINE OF HICKORY STREET 385 FEET WEST OF THE WEST LINE OF NORTH SECOND STREET; SAID POINT BEING THE SOUTHEAST CORNER OF LOT 1 02; RUNNING THENCE WEST ALONG THE NORTH LINE OF HICKORY STREET 39 FEET TO A POINT IN THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED BY DEED RECORDED IN BOOK 2781, PAGE 242 IN SAID REGISTER'S OFFICE; RUNNING THENCE NORTHWARDLY 100 FEET TO A POINT; RUNNING THENCE EASTWARDLY 39 FEET TO A POINT; RUNNING THENCE SOUTHWARDLY 100 FEET TO A POINT IN THE NORTH LINE OF HICKORY STREET TO THE POINT OF BEGINNING.**

**BEING ONE AND THE SAME PROPERTY CONVEYED TO ALAN HIGDON AND BRITTNEY**

**HIGDON BY QUIT CLAIM DEED OF RECORD AT INSTRUMENT NO. 14005381 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.**

**THIS CONVEYANCE IS MADE SUBJECT TO SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD IN PLAT BOOK 2, PAGE 131; ALL IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE; AND EXCEPT FOR 2021 SHELBY COUNTY TAXES AND 2021 MEMPHIS CITY TAXES, NOT NOW DUE OR PAYABLE, WHICH PARTY OF THE SECOND PART HEREBY ASSUMES AND AGREES TO PAY.**

**PARCEL 25**

**0 HICKORY AVENUE- (PARCEL ID# 022-001-00025)**

**THE EAST 22 1/2 FEET OF THE SOUTH 100 FEET OF LOT 103, FREEMAN AND BRINKLEY SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 2, PAGE 131, AND FILED IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.**

**BEING THE SAME PROPERTY CONVEYED TO GRANTOR BY TAX SALE #2, TRD 9413-3 DATED AUGUST 3, 1983 AS SHOWN IN THE CHANCERY COURT OF TENNESSEE FOR THE TENTH CHANCERY DIVISION AT MEMPHIS.**

**DESCRIPTION OF 23.743 ACRES, BEING PART OF THE LAWRENCE SYDNEY PEEK PROPERTY RECORDED IN INSTRUMENT NUMBER 05071347 IN THE SHELBY COUNTY REGISTER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE WEST LINE OF SWINNEA ROAD (40.00 FOOT RIGHT-OF- WAY) , SAID POINT BEING 3418.23' SOUTH OF THE CENTERLINE OF HOLMES ROAD; THENCE S 02°20'01" W A DISTANCE OF 50.00' TO THE POINT AT THE NORTHEAST CORNER OF THE MARSHA PEEK MONCRIEF PROPERTY (INSTRUMENT NO. 13125225); THENCE N 86°40'58" W ALONG THE NORTH LINE OF SAID MARSHA PEEK MONCRIEF PROPERTY A DISTANCE OF 2381.95' TO A POINT ON THE EAST LINE OF THE WILLIAM H. THOMAS, JR. PROPERTY (INSTRUMENT NO. 07072351); THENCE N 02°33'23" E ALONG THE EAST LINE OF SAID WILLIAM H. THOMAS, JR. PROPERTY A DISTANCE OF 80.00' TO A POINT ON THE NORTHEAST CORNER OF SAID WILLIAM H. THOMAS, JR. PROPERTY; THENCE N 87°34'35" W ALONG THE NORTH LINE OF SAID WILLIAM H. THOMAS, JR. PROPERTY A DISTANCE OF 255.18' TO A POINT ON THE SOUTHEAST CORNER OF THE ROBERT L. ROOP PROPERTY (INSTRUMENT NO. DF1609); THENCE N 02°24'39" E ALONG THE EAST LINE OF SAID ROBERT L. ROOP PROPERTY A DISTANCE OF 660.46' TO A POINT ON THE SOUTHWEST CORNER OF THE LAKEWOOD/HAMILTON CEMETERY, LLC PROPERTY (INSTUMENT NO. 11100872); THENCE S 87°41'31" W ALONG THE SOUTH LINE OF SAID CEMETERY A DISTANCE OF 1326.73' TO A POINT ON THE SOUTHWEST CORNER OF THE COPART OF TENNESSEE INC. PROPERTY (INSTRUMENT NO. 05053327); THENCE S 03°19'04" W A DISTANCE OF**

**709.76' TO A POINT; THENCE S 86°40'57" E A DISTANCE OF 1321.24' TO THE POINT OF BEGINNING, CONTAINING 1,034,224 SQUARE FEET OR 23.743 ACRES MORE OR LESS.**

## **BOUNDARY**

Being part of the Shelby County Community Redevelopment Agency property as recorded in Instrument Number 20126831 and being more particularly described as follows:

Beginning at a point in the intersection of the north line of Hickory Avenue (40' ROW) with the west line of N. Second Street (60' ROW); thence N80°41'44"W along the said north line a distance of 165.99 feet to a point; Thence S10°12'21"W a distance of 8.43 feet to a point; thence N79°47'39"W a distance of 283.15 feet to a point; thence N9°18'16"E a distance of 103.97 feet to a point; thence S80°41'38"E a distance of 316.52 feet to a point; thence N9°18'22"E a distance of 62.50 feet to a point; thence S80°41'38"E a distance of 13.00 feet to a point; thence S80°42'14"E a distance of 114.63 feet to a point in the said west line; thence along a 968.00 foot radius curve to the right an arc distance of 124.39 feet (chord S06°38'39"W 124.31 feet) to a point; thence S10°19'32"W a distance of 38.33 feet to the point of beginning and containing 1.260 acres of land more or less.

## **SECTION 2:**

**THAT**, the Zoning Administrator of the Division of Planning and Development be, and is hereby directed to make the necessary changes in the Official Use District Maps to conform to the changes herein made; that all official maps and records of the Memphis and Shelby County Land Use Control Board and the City of Memphis be, and they hereby are, amended and changed so as to show the aforementioned amendment of the said Zoning Ordinance.

## **SECTION 3:**

**THAT**, this ordinance take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law.

**ATTEST:**

**CC: Division of Planning and Development  
– Land Use and Development Services  
– Office of Construction Enforcement  
Shelby County Assessor**

**//: ATTACHMENTS**

**AGENDA ITEM:** 14

**CASE NUMBER:** Z 22-007 **L.U.C.B. MEETING:** September 8, 2022

**LOCATION:** Northwest Corner of North Second St. and Hickory Ave.

**COUNCIL DISTRICT:** District 7 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Memphis and Shelby County CRA

**REPRESENTATIVE:** Cindy Reaves on behalf of SR Consulting, LLC

**REQUEST:** Rezoning of +/-1.26 acres from Commercial Mixed Use – 3 (CMU-3) and Employment (EMP) to Residential Urban – 3 (RU-3)

## CONCLUSIONS

1. The request is to rezone +/- 1.26 acres from Commercial Mixed Use – 3 (CMU-3) and Employment (EMP) to Residential Urban – 3 (RU-3).
2. The subject site consists of thirteen parcels and is located at the northwest corner of North Second Street and Hickory Avenue.
3. The purpose of this request is to allow for future residential development.

## CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 14-19 of this report.

## RECOMMENDATION

*Approval*

**GENERAL INFORMATION**

**Street Frontage:** North Second Street +/-38.33 curvilinear feet  
Bickford Avenue +/-449.14 linear feet

**Zoning Atlas Page:** 1930

**Parcel ID:** 022001 00014 through 022001 00026

**Area:** +/-1.26 acres

**Existing Zoning:** Commercial Mixed Use – 3 (CMU-3) and Employment (EMP)

**Requested Zoning:** Residential Urban – 3 (RU-3)

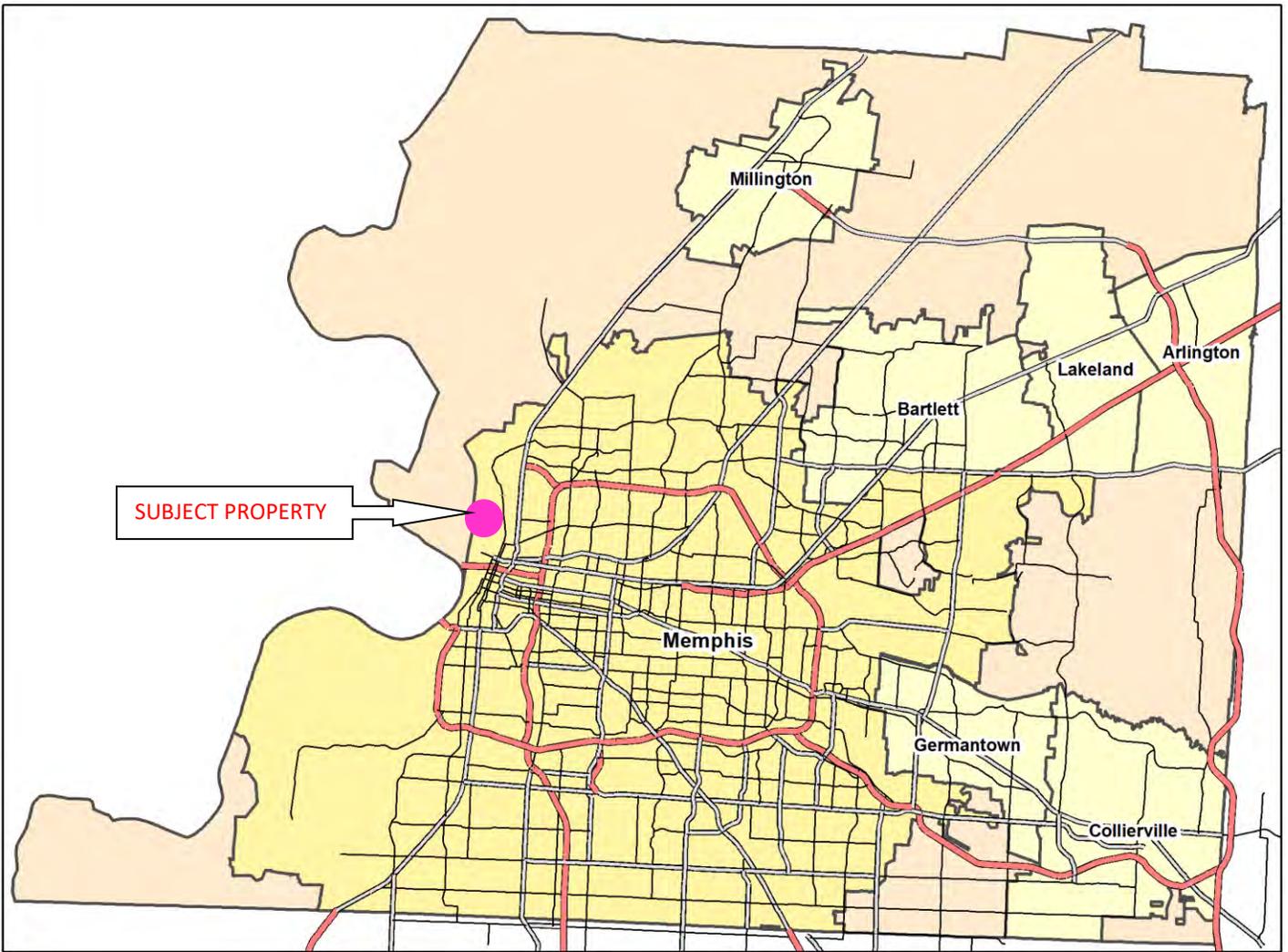
**NEIGHBORHOOD MEETING**

The meeting was held at 5:30 PM on Monday, August 29, 2022, at 954 North 2<sup>nd</sup> Street.

**PUBLIC NOTICE**

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 150 notices were mailed on August 25, 2022, and a total of 2 signs posted at the subject property. The sign affidavit has been added to this report.

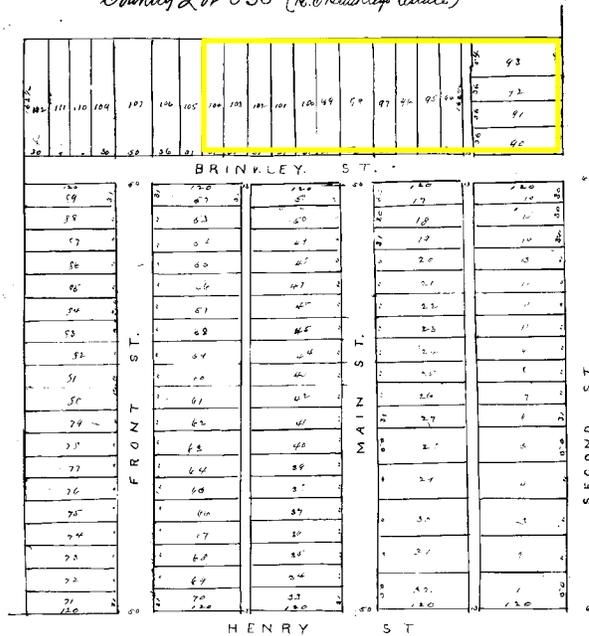
**LOCATION MAP**



Subject property located within the pink circle, Uptown Redevelopment District

**FREEMAN AND BRINKLEY SUBDIVISION (1891)**

*Freeman & Brinkley's Subdivision  
of  
County Lot 535 (R.B. Brinkley Estate)*



*We hereby adopt and confirm  
the accompanying Plat as and  
Subdivision of County Lot 535  
Freeman & Brinkley  
Memphis Tenn May 4, 1891.*

*Surveyed April 1891 for Freeman & Brinkley  
by J. W. Humphreys C.E.*

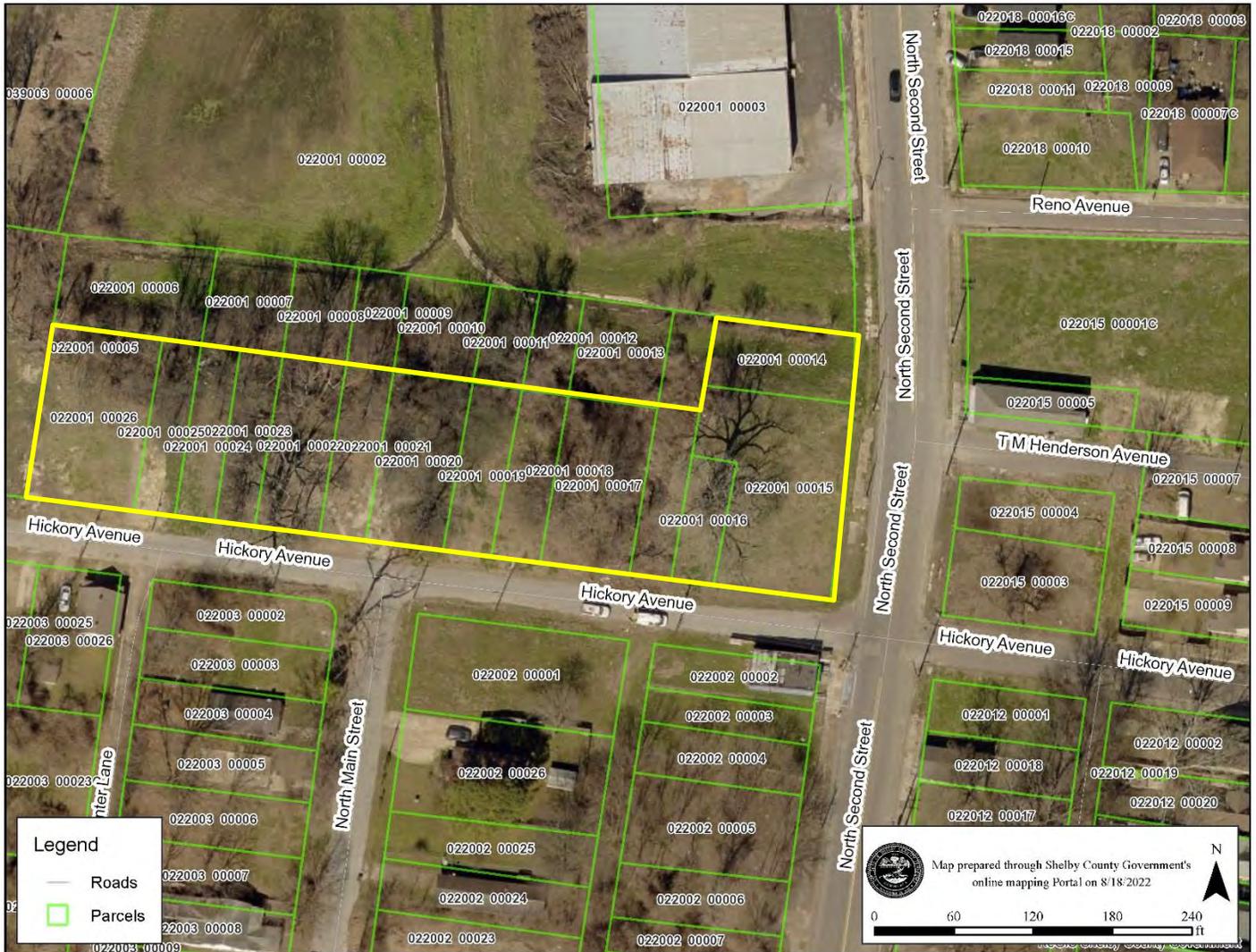
*State of Tennessee }  
Shelby County } Personally appeared before me A. G. Booth  
a Notary Public in and for said state and County at my office duly commis-  
sioned and qualified J. J. Freeman (of the firm of Freeman & Brinkley) the  
within named bargainee with whom I am personally acquainted and  
who acknowledged that he executed the within instrument for the purpose  
therein contained. Witness my hand and notarial seal at Memphis  
Tennessee this 12<sup>th</sup> day of May 1891. (A. G. Booth Notary Public  
Seal)*

*State of Tennessee }  
Shelby County } Filed for registration May 12, 1891, ad. 1022  
wherein was recited in note Book 520 13 page 155  
and was recorded May 12, 1891. E. L. Anderson Register  
by A. G. Booth & Co.*

Subject property outlined in yellow, Lots 93-104



**AERIAL**



Subject property outlined in yellow

**ZONING MAP**



Subject property outlined in yellow

**Existing Zoning:** Commercial Mixed Use – 3 (CMU-3) and Employment (EMP)

**Surrounding Zoning**

**North:** Commercial Mixed Use – 3 (CMU-3) and Employment (EMP)

**East:** Mixed Use (MU)

**South:** Commercial Mixed Use – 3 (CMU-3), Residential Urban – 1 (RU-1) and Employment (EMP)

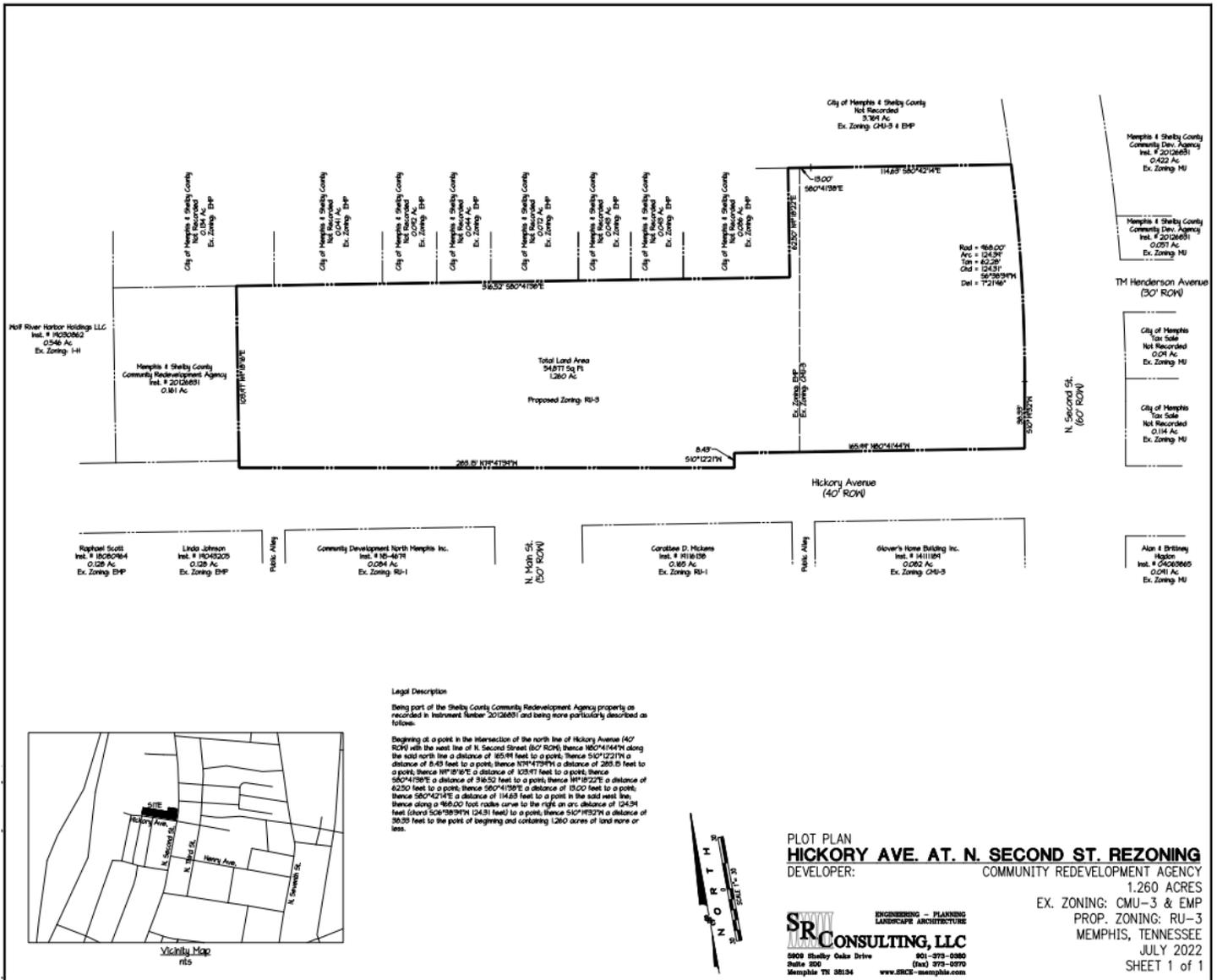
**West:** Heavy Industrial (IH)

LAND USE MAP



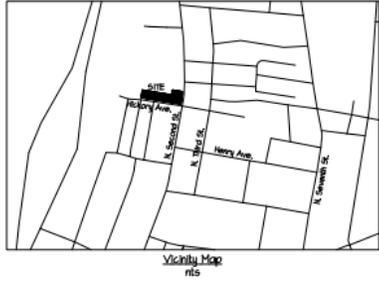
Subject property outlined in yellow

**PLOT PLAN**



**Legal Description**  
Being part of the Shelby County Community Redevelopment Agency property as recorded in Instrument Number 20126851 and being more particularly described as follows:

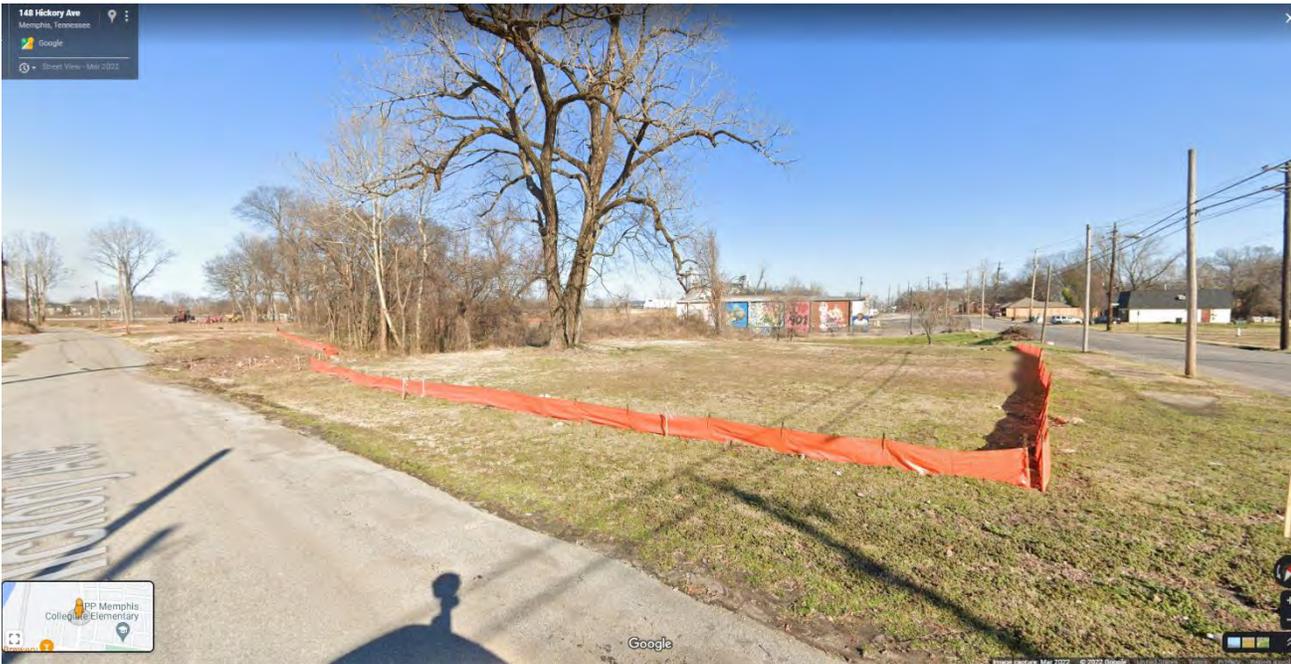
Beginning at a point in the intersection of the north line of Hickory Avenue (40' ROW) with the west line of N. Second Street (60' ROW), thence N00°14'44" along the said north line a distance of 85.99 feet to a point, thence S07°12'21" a distance of 8.43 feet to a point, thence N74°13'39" a distance of 265.25 feet to a point, thence N1°18'56" a distance of 103.87 feet to a point, thence S07°12'21" a distance of 318.50 feet to a point, thence N1°18'56" a distance of 62.50 feet to a point, thence S07°12'21" a distance of 15.00 feet to a point, thence S07°12'21" a distance of 14.28 feet to a point in the said west line, thence along a 98.00 foot radius curve to the right an arc distance of 124.54 feet (chord S06°58'39" (24.31 feet)) to a point, thence S17°18'32" a distance of 38.50 feet to the point of beginning and containing 1.260 acres of land more or less.



**PLOT PLAN**  
**HICKORY AVE. AT. N. SECOND ST. REZONING**  
DEVELOPER: COMMUNITY REDEVELOPMENT AGENCY  
1.260 ACRES  
EX. ZONING: CMU-3 & EMP  
PROP. ZONING: RU-3  
MEMPHIS, TENNESSEE  
JULY 2022  
SHEET 1 of 1

**SR CONSULTING, LLC**  
ENGINEERING - PLANNING  
LANDSCAPE ARCHITECTURE  
2808 Shelby Oaks Drive  
Suite 200  
Memphis TN 38134  
401-975-0880  
(fax) 975-0870  
www.SRCLC-memphis.com

**SITE PHOTOS**



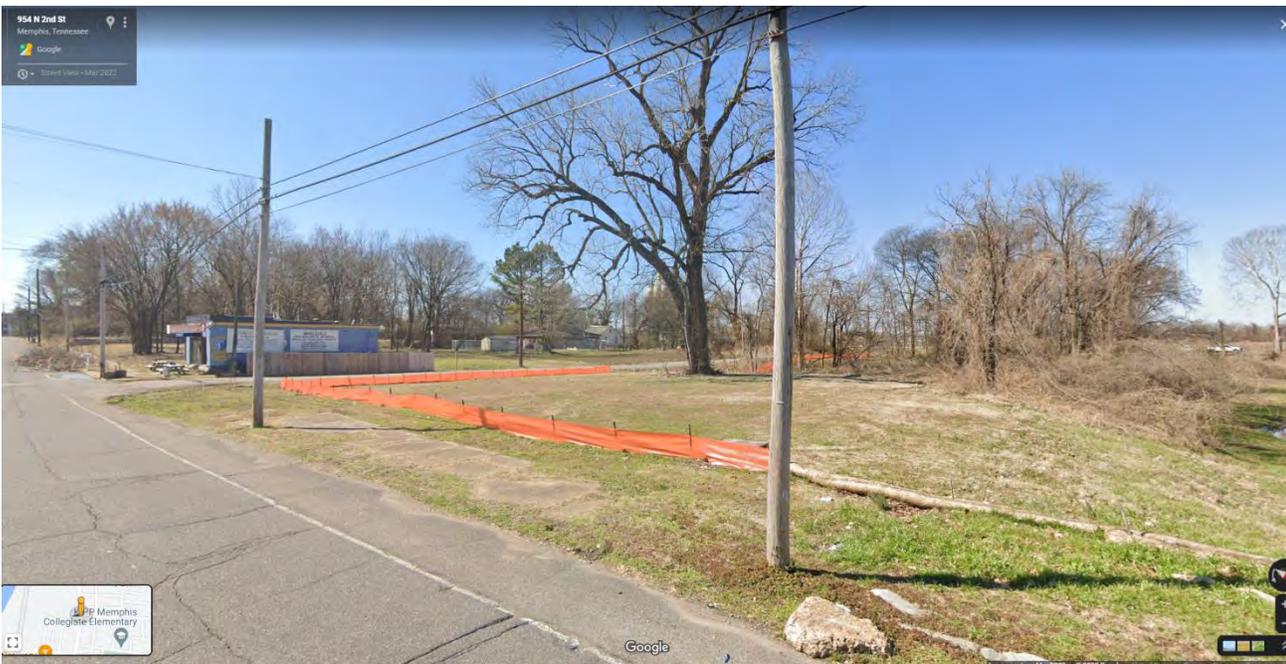
View of subject property from Hickory Avenue looking northwest



View of subject property from Hickory Avenue looking northeast



View of subject property from North Second Street looking west



View of subject property from North Second Street looking southwest

## **STAFF ANALYSIS**

### **Request**

The application and letter of intent have been added to this report.

The request is to rezone 1.26 acres from Commercial Mixed Use – 3 (CMU-3) and Employment (EMP) to Residential Urban – 3 (RU-3).

### **Review Criteria**

Staff agrees with the review criteria as set out in Sub-Section 9.5.7B of the Unified Development Code are met.

#### *9.5.7B Review Criteria*

*In making recommendations, the Land Use Control Board shall consider the following matters:*

- 9.5.7B(1) Consistency with any plans to be considered (see Chapter 1.9);*
- 9.5.7B(2) Compatibility with the present zoning (including any residential corridor overlay district) and conforming uses of nearby property and with the character of the neighborhood;*
- 9.5.7B(3) Suitability of the subject property for uses permitted by the current versus the proposed district;*
- 9.5.7B(4) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City or County; and*
- 9.5.7B(5) The availability of adequate police services, fire services, school, road, park, wastewater treatment, water supply and stormwater drainage facilities for the proposed zoning.*

### **Site Description**

The subject property is +/-1.26 acres and is comprised of thirteen parcels located on the north side of Hickory Avenue and west of North Second Street. From the intersection of North Second Street and Hickory Avenue, the site proposed for rezoning extends west approximately 449 feet along Hickory Avenue. The first 101.63 feet along Hickory Avenue is zoned Commercial Mixed Use – 3 (CMU-3), while the remainder of the 449 feet is zoned Employment (EMP). All parcels are currently vacant land. The site has been mostly cleared except for a few remaining trees and overbrush. Zoning districts in the vicinity include CMU-3 and EMP to the north; EMP, CMU-3 and Residential Urban – 1 (RU-1) to the south; Mixed Use (MU) to the east and Heavy Industrial (IH) to the west.

Properties closest to the site are also mostly vacant, aside from Second Street Grocery at the southwest corner of North Second Street and Hickory Avenue, and a masonry-framed structure at the northeast corner of North Second Street and T.M. Henderson Avenue. Overall, the area is largely undeveloped, notwithstanding nearby manufacturing sites, and residential properties mostly west of North Second Street.

### **Conclusions**

The request is to rezone 1.26 acres from Commercial Mixed Use – 3 (CMU-3) and Employment (EMP) to Residential Urban – 3 (RU-3).

The purpose of this request is to allow for future residential development. Pertaining to intended residential development, RU-3 zoning permits a variety of residential uses, ranging from single-family detached to apartment structures.

Staff finds that while the request is solely for the purpose of rezoning so that residential development may be permitted, further application may be required for re-platting of the lots. Additional review to determine

building regulations will occur at the time the specific housing product and subdivision type are submitted.

The subject property is currently vacant.

**RECOMMENDATION**

Staff recommends approval.

**DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

**City/County Engineer:** Comments were as follows:

**Sewers:**

1. The availability of City sanitary sewer is currently unknown. Once the developer has submitted proposed sewer discharge rates to the City's Sewer Design Dept, a determination can be made as to available sewer capacity.
2. If sewer services are approved for this development, all sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.

**City/County Fire Division:** No comments received.

**City Real Estate:** No comments received.

**City/County Health Department:** No comments received.

**Shelby County Schools:** No comments received.

**Construction Code Enforcement:** No comments received.

**Memphis Light, Gas and Water:** No comments received.

**Office of Sustainability and Resilience:** No comments received.

**Office of Comprehensive Planning:** The proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan. Summary follows:

➤ **Parcel ID:** 022001 00015, 022001 00016

Overlay District/Historic District/Flood Zone: Located in the Central Business Improvement District, but not in any Historic District, or Flood Zone

Future Land Use Designation: High Intensity Commercial & Services (CSH)

Street Type: Parkway (022001 00015), N/A (022001 00016)

The following information about the land use designation can be found on pages 76 – 122:

### 1. Future Land Use Planning Map



Red polygon indicates the application site on the Future Land Use Map.

### 2. Land Use Description/Intent

High Intensity Commercial and Service areas typically not associated with anchors. These areas may include commercial uses that serve a larger trade area; this may include large-scale retail, self-storage, vehicle sales, leasing and repair, water-oriented services, lodging, indoor recreation, and social service institutions. Graphic portrayal of CSH is to the right.



#### “CSH” Form & Location Characteristics

Commercial and services uses with mixed use encouraged along avenues, boulevards and parkways as identified in the Street Types Map, 1-7 stories height

#### “CSH” Zoning Notes

Generally compatible with the following zone districts: CMU-2, CMU-3 without frontage requirements, C-G in accordance with Form and characteristics listed below. Consult zoning map and applicable overlays for current and effective regulations. May consider rezoning, as appropriate, at the time of a small area plan.

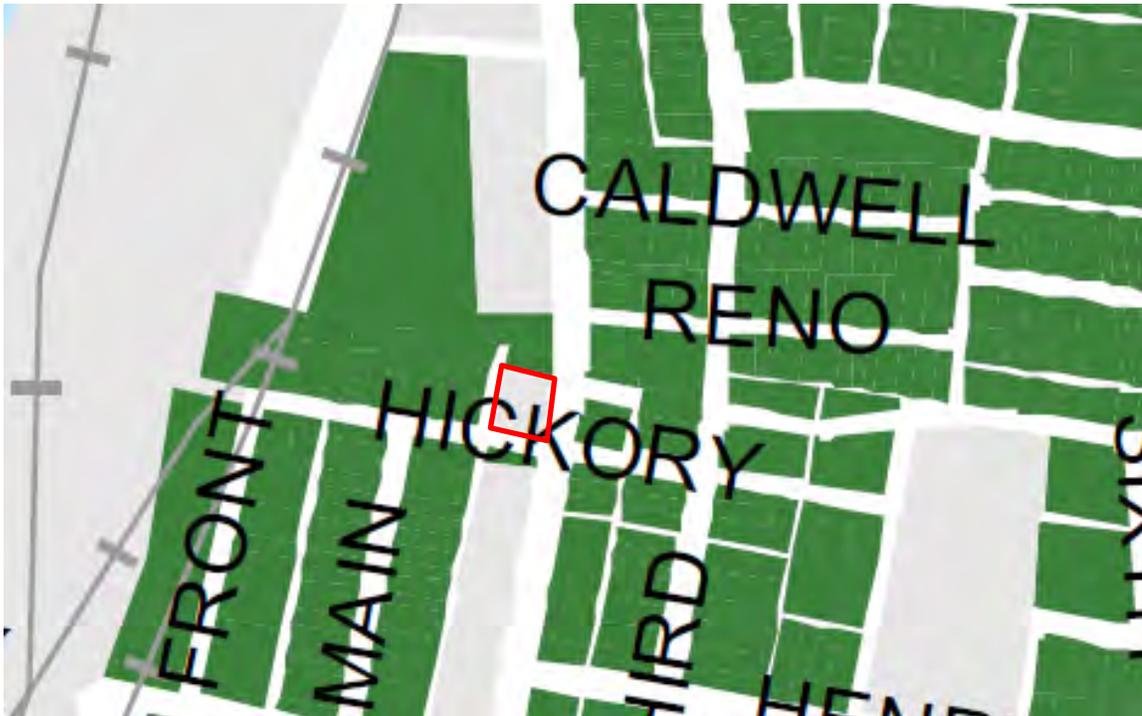
#### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Vacant, CMU-3

Adjacent Land Use and Zoning: Vacant, Commercial, Single-Family, Institutional, Multi-Family; RU-1, EMP and MU

**Overall Compatibility:** *The requested use is compatible with existing and adjacent land use, but not compatible with the land use description/intent, form & location characteristics, zoning notes, and existing and adjacent zoning as the proposed use will be residential in the CMU-3 zoning district.*

**Degree of Change Map**



Red polygon denotes the proposed site on the Degree of Change Map. There is no Degree of Change.

**3. Degree of Change Description**

N/A

- **Parcel ID:** 022001 00014, 022001 00017, 022001 00018, 022001 00019, 022001 00020, 022001 00021, 022001 00022, 022001 00023, 022001 00024, 022001 00025

Overlay District/Historic District/Flood Zone: Located in the Central Business Improvement District, but not in any Historic District, or Flood Zone

Future Land Use Designation: Anchor Neighborhood - Primarily Single-Unit

Street Type: Parkway (022001 00014), N/A (022001 00016- 022001 00025)

The following information about the land use designation can be found on pages 76 – 122:

#### 4. Future Land Use Planning Map



Red polygon indicates the application site on the Future Land Use Map.

#### 5. Land Use Description/Intent

Anchor Neighborhood-Primarily Single-Unit (AN-S) are walkable neighborhoods within a 5 – 10-minute walk of a Community Anchor. These neighborhoods are made up of single-unit and duplex housing. Graphic portrayal of AN-S is to the right.



##### “AN-S” Form & Location Characteristics

###### ACCELERATE

Primarily detached, single-family residences and commercial and institutional uses. Attached single-family, duplexes, triplexes, quadplexes and large homes (defined in the UDC as those apartment buildings with up to 6 units), including those with active ground floor commercial uses (including live/work) along sidewalk, are also permitted. Height: 1-3 stories. Scale: house-scale.

##### “AN-S” Zoning Notes

Generally compatible with the following zone districts: R-15, R-10, R-8, R-6, R-3, RU-1, MDR in accordance with Form and characteristics listed below.

##### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Vacant, CMU-3 (022001 00014) and EMP (022001 00016- 022001 00025)

Adjacent Land Use and Zoning: Vacant, Commercial, Single-Family, Institutional, Multi-Family; RU-1, EMP and MU

**Overall Compatibility:** *The requested use is compatible with the future land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use, but not compatible with existing zoning as the proposed use will be residential in the EMP zoning district.*

### Degree of Change Map



Red polygon denotes the proposed site in Degree of Change area. The Degree of Change is Accelerate.

### 6. Degree of Change Description

Accelerate areas rely on a mix of primarily private and philanthropic resources along with some public resources to intensify the existing pattern of a place.

*The proposed use is a private investment and promotes infill development within a tax increment district.*

### 7. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities

The requested use is consistent with Objective 1.5 – Strengthen neighborhood commercial districts, Action 1.5.1 – Focus residential infill efforts in anchor neighborhoods to support anchors and neighborhood commercial districts with appropriate population density

### 8. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations

The parcel is located in the Core Planning District and the requested use is consistent with Core Planning District Priority – *Encourage growth and density by improving underutilized land for development.*

### Consistency Analysis Summary

*The applicant is requesting a rezoning to RU-3 from EMP & CMU-3 for future residential development.*

*For parcels 022001 00015, 022001 00016, the requested use is compatible with existing and adjacent land use, but not compatible with the land use description/intent, form & location characteristics, zoning notes, and existing and adjacent zoning as the proposed use will be residential in the CMU-3 zoning district.*

*For Parcels 022001 00014 and 022001 00016 to 022001 00025, the requested use is compatible with the future land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use, but not compatible with existing zoning as the proposed use will be residential in the EMP zoning district.*

*The proposed use is a private investment and promotes infill development within a tax increment financing district.*

*The requested use is consistent with Objective 1.5 – Strengthen neighborhood commercial districts, Action 1.5.1 – Focus residential infill efforts in anchor neighborhoods to support anchors and neighborhood commercial districts with appropriate population density*

*The parcel is located in the Core Planning District and the requested use is consistent with Core Planning District Priority – Encourage growth and density by improving underutilized land for development.*

*Overall, the proposed development is consistent with all aspects.*

**Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.**

Summary Compiled by Romana Haque Suravi, Comprehensive Planning.

**APPLICATION**



**MEMPHIS AND SHELBY COUNTY**

**Record Summary for Rezoning**

**Record Detail Information**

Record Type: Rezoning  
Record Status: Assignment  
Record Number: Z 2022-007  
Expiration Date:  
Record Name: N. Second St. & Hickory Ave. Rezoning  
Description of Work: Rezoning from EMP & CMU-3 to RU-3  
Parent Record Number:

---

Address: 935 N SECOND ST, MEMPHIS 38107

**Owner Information**

Primary	Owner Name	Owner Address	Owner Phone
Yes	MEMPHIS AND SHELBY COUNTY COMMUNITY	170 N MAIN ST, MEMPHIS, TN 38103	

**Parcel Information**

Parcel No:  
022001 00015

**APPLICATION**

**Contact Information**

Name	Organization Name	Contact Type	Phone
Andrew Murray	Community Redevelopment Agency	Applicant	(901) 304-7921
Suffix:			
Address			

---

Cindy Reaves	SR Consulting LLC	Representative	(901) 870-7003
Address			

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed	Unit	Fee Code
1403272	Residential Rezoning - 5 acres or less	1	750.00	INVOICED	0.00	08/04/2022		PLNGREZON E01
1403272	Credit Card Use Fee (.026 x fee)	1	19.50	INVOICED	0.00	08/04/2022		PLNGREZON E09
Total Fee Invoiced: \$769.50					Total Balance: \$0.00			

**Payment Information**

Payment Amount	Method of Payment
\$769.50	Credit Card

**Data Fields**

**PREAPPLICATION MEETING**

Name of DPD Planner	Chip Saliba
Date of Meeting	-

**GENERAL INFORMATION**

Is this application in response to a citation from Construction Code Enforcement or Zoning Letter?	No
Have you held a neighborhood meeting?	No
If yes, please provide additional information	-

**GIS INFORMATION**

APPLICATION



**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, Andrew Z. Murray (Print Name) [Signature] (Sign Name), state that I have read the definition of

"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at Hickory Ave. & N. Second St.  
and further identified by Assessor's Parcel Number 022-001-00014 thru 26,  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 9th day of July in the year of 2022

[Signature]  
Signature of Notary Public



9/27/23  
My Commission Expires

**LETTER OF INTENT**



Date: August 2, 2022

To: Office of Planning & Development

From: Cindy Reaves

Re: Hickory Ave. at N. Second St. Rezoning

**LETTER OF INTENT**

We are submitting a Rezoning application for property at the northwest corner of Hickory Avenue and North Second Street. The property is within the EMP & CMU-3 zoning district and is approximately 1.260 acres in area. We are requesting a rezoning to RU-3 zoning district for future residential development.

We appreciate your support with this request. Please contact me if you have any questions.

**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I, Pam Thayer, being duly sworn, depose and say that at 5:20 pm on the 29th day of August, 2022 I posted two Public Notice Signs pertaining to Case No. Z 22-07 on of the property located at the northwest corner of Hickory Avenue and North Second Street providing notice of a Public Hearing before the September 8, 2022 Land Use Control Board for consideration of a proposed Land Use Action (Rezoning), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

Pam Thayer \_\_\_\_\_ 08/30/22  
Owner, Applicant or Representative Date

Subscribed and sworn to before me this 30<sup>th</sup> day of August, 2022

Cynthia J. Reaves \_\_\_\_\_  
Notary Public  
My commission expires: 9/27/23







**LETTERS RECEIVED**

No letters received at the time of completion of this report.



## MEMPHIS AND SHELBY COUNTY

### Record Summary for Rezoning

#### Record Detail Information

Record Type: **Rezoning**

Record Status: **Assignment**

Opened Date: **August 2, 2022**

Record Number: **Z 2022-007**

Expiration Date:

Record Name: **N. Second St. & Hickory Ave. Rezoning**

Description of Work: **Rezoning from EMP & CMU-3 to RU-3**

Parent Record Number:

---

**Address: 935 N SECOND ST, MEMPHIS 38107**

---

#### Owner Information

Primary	Owner Name	Owner Address	Owner Phone
Yes	MEMPHIS AND SHELBY COUNTY COMMUNITY	170 N MAIN ST, MEMPHIS, TN 38103	

---

#### Parcel Information

Parcel No:  
**022001 00015**

---

**Contact Information**

Name	Organization Name	Contact Type	Phone
Andrew Murray	Community Redevelopment Agency	Applicant	(901) 304-7921
Suffix:			
Address			

Cindy Reaves	SR Consulting LLC	Representative	(901) 870-7003
Address			

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed	Unit	Fee Code
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Total Fee Invoiced: \$769.50

Total Balance: \$0.00

**Payment Information**

Payment Amount	Method of Payment
\$769.50	Credit Card

**Data Fields****PREAPPLICATION MEETING**

Name of DPD Planner	Chip Saliba
Date of Meeting	-

**GENERAL INFORMATION**

Is this application in response to a citation from Construction Code Enforcement or Zoning Letter?	No
Have you held a neighborhood meeting?	No
If yes, please provide additional information	-

**GIS INFORMATION**

Central Business Improvement District	Yes
Case Layer	-
Class	E
Downtown Fire District	No
Historic District	-
Land Use	VACANT
Municipality	MEMPHIS
Overlay/Special Purpose District	Central Business Improvement District
Zoning	CMU-3
State Route	-
Lot	90-93
Subdivision	FREEMAN & BRINKLEY
Planned Development District	-
Wellhead Protection Overlay District	-

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**Data Tables**

**ADDRESS AND PARCEL LIST**

Property Parcel Number: 022001 00014

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Property Parcel Number: 022001 00015

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Property Parcel Number: 022001 00016

---

Property Parcel Number: 022001 00017

---

Property Parcel Number: 022001 00018

---

Property Parcel Number: 022001 00019

---

Property Parcel Number: 022001 00020

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Property Parcel Number: 022001 00021

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Property Parcel Number: 022001 00022

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Property Parcel Number: 022001 00023

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Property Parcel Number: 022001 00024

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Property Parcel Number: 022001 00025

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**MEMPHIS AND  
SHELBY COUNTY**  **DIVISION OF PLANNING  
AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, Andrew Z. Murray , state that I have read the definition of  
(Print Name) (Sign Name)

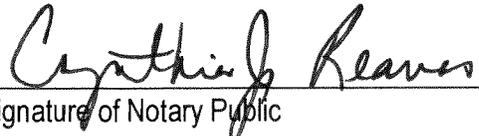
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I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at Hickory Ave. & N. Second St.  
and further identified by Assessor's Parcel Number 022-001-00014 thru 26,  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 19th day of July in the year of 2022

  
Signature of Notary Public



9/27/23  
My Commission Expires



ENGINEERING • PLANNING

5909 Shelby Oaks Drive  
Suite 200  
Memphis TN 38134

Tel: 901-373-0380  
Fax: 901-373-0370  
[www.SRCE-memphis.com](http://www.SRCE-memphis.com)

Date: August 2, 2022

To: Office of Planning & Development

From: Cindy Reaves

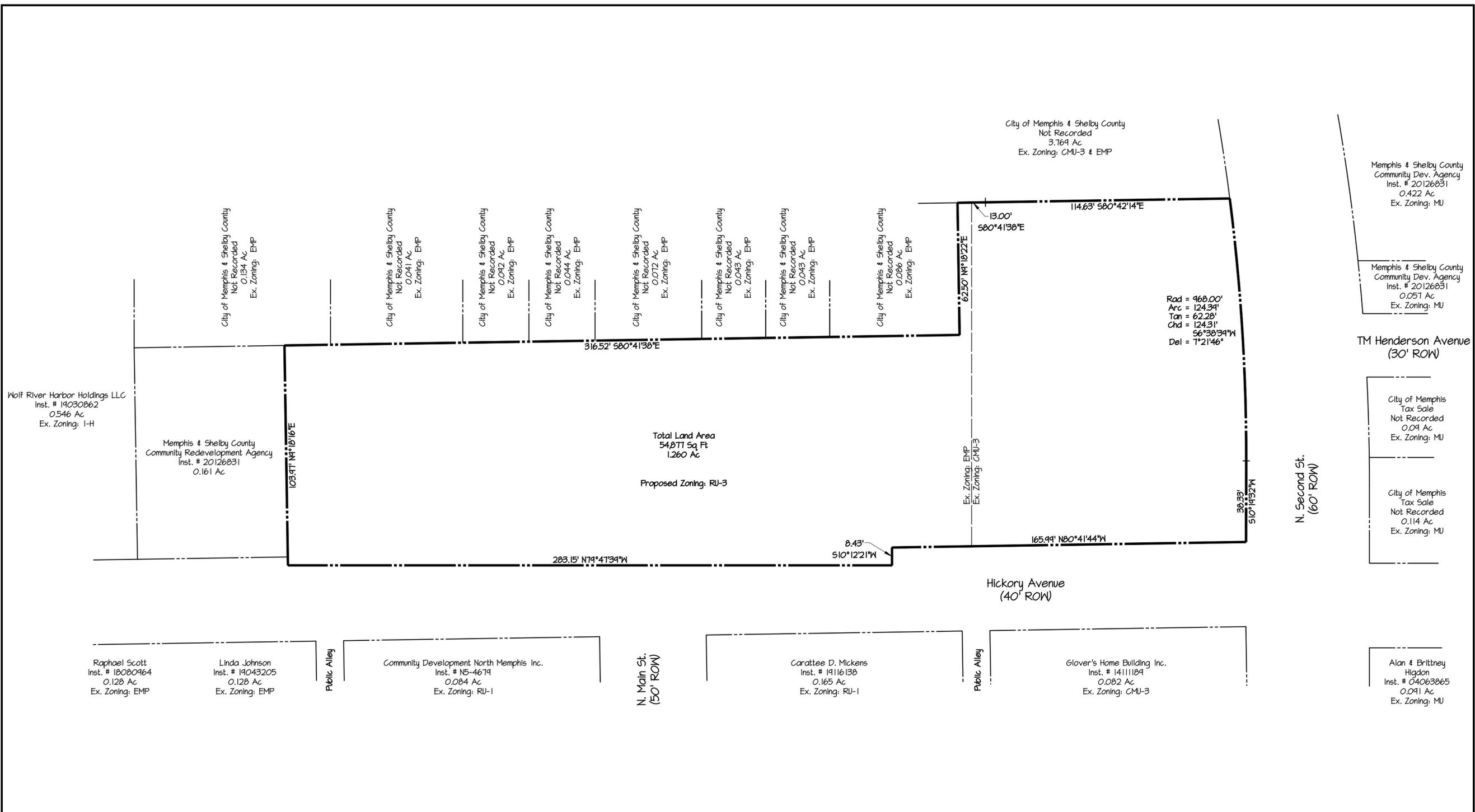
Re: Hickory Ave. at N. Second St. Rezoning

## **LETTER OF INTENT**

We are submitting a Rezoning application for property at the northwest corner of Hickory Avenue and North Second Street. The property is within the EMP & CMU-3 zoning district and is approximately 1.260 acres in area. We are requesting a rezoning to RU-3 zoning district for future residential development.

We appreciate your support with this request. Please contact me if you have any questions.

File No. 9/20/2020-014 Ordinance Establishing and Amending Zoning Districts, Planning Ordinance, July 21, 2022 - 10:50am



Wolf River Harbor Holdings LLC  
Inst. # 19030862  
0.546 Ac  
Ex. Zoning: I-H

Memphis & Shelby County  
Community Redevelopment Agency  
Inst. # 20126831  
0.161 Ac

Total Land Area  
54,871 Sq Ft  
1.260 Ac  
Proposed Zoning: RU-3

City of Memphis & Shelby County  
Not Recorded  
3.769 Ac  
Ex. Zoning: CMU-3 & EMP

Memphis & Shelby County  
Community Dev. Agency  
Inst. # 20126831  
0.422 Ac  
Ex. Zoning: MU

Memphis & Shelby County  
Community Dev. Agency  
Inst. # 20126831  
0.057 Ac  
Ex. Zoning: MU

TM Henderson Avenue  
(30' ROW)

City of Memphis  
Tax Sale  
Not Recorded  
0.09 Ac  
Ex. Zoning: MU

City of Memphis  
Tax Sale  
Not Recorded  
0.114 Ac  
Ex. Zoning: MU

N. Second St.  
(60' ROW)

Hickory Avenue  
(40' ROW)

Raphael Scott  
Inst. # 18080964  
0.128 Ac  
Ex. Zoning: EMP

Linda Johnson  
Inst. # 19043205  
0.128 Ac  
Ex. Zoning: EMP

Public Alley

Community Development North Memphis Inc.  
Inst. # N5-4679  
0.084 Ac  
Ex. Zoning: RU-1

N. Main St.  
(50' ROW)

Carattee D. Mickens  
Inst. # 19116138  
0.165 Ac  
Ex. Zoning: RU-1

Public Alley

Glover's Home Building Inc.  
Inst. # 14111891  
0.082 Ac  
Ex. Zoning: CMU-3

Alan & Britton  
Higdon  
Inst. # 04063865  
0.091 Ac  
Ex. Zoning: MU

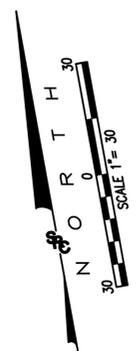
**Legal Description**

Being part of the Shelby County Community Redevelopment Agency property as recorded in Instrument Number 20126831 and being more particularly described as follows:

Beginning at a point in the intersection of the north line of Hickory Avenue (40' ROW) with the west line of N. Second Street (60' ROW); thence N80°41'44"W along the said north line a distance of 165.99 feet to a point; thence S10°12'21"W a distance of 8.43 feet to a point; thence N1°47'39"W a distance of 283.15 feet to a point; thence N9°18'16"E a distance of 103.97 feet to a point; thence S80°41'38"E a distance of 316.52 feet to a point; thence N9°18'22"E a distance of 62.50 feet to a point; thence S80°41'38"E a distance of 13.00 feet to a point; thence S80°42'14"E a distance of 114.63 feet to a point in the said west line; thence along a 968.00 foot radius curve to the right an arc distance of 124.39 feet (chord S06°38'39"W 124.31 feet) to a point; thence S10°19'32"W a distance of 38.33 feet to the point of beginning and containing 1.260 acres of land more or less.



Vicinity Map  
nts



**PLOT PLAN  
HICKORY AVE. AT. N. SECOND ST. REZONING**

DEVELOPER: COMMUNITY REDEVELOPMENT AGENCY

1.260 ACRES

EX. ZONING: CMU-3 & EMP

PROP. ZONING: RU-3

MEMPHIS, TENNESSEE

JULY 2022

SHEET 1 of 1



ENGINEERING - PLANNING  
LANDSCAPE ARCHITECTURE

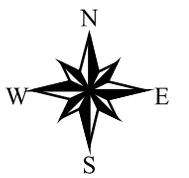
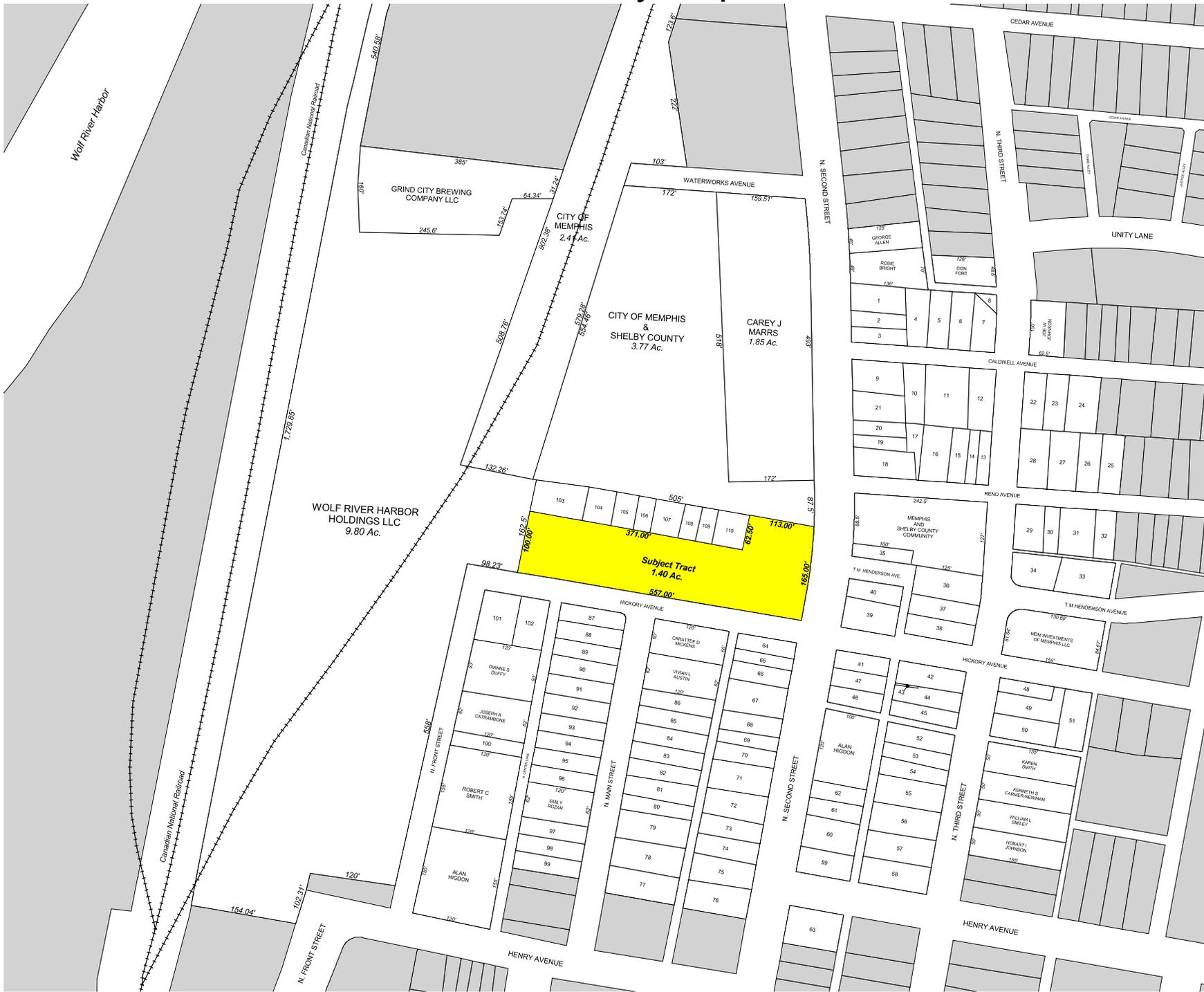
5909 Shelby Oaks Drive Suite 200 Memphis TN 38134  
901-373-0380 (fax) 373-0370  
www.SRCE-memphis.com

## Legal Description

Being part of the Shelby County Community Redevelopment Agency property as recorded in Instrument Number 20126831 and being more particularly described as follows:

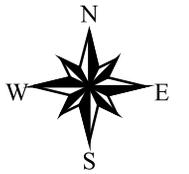
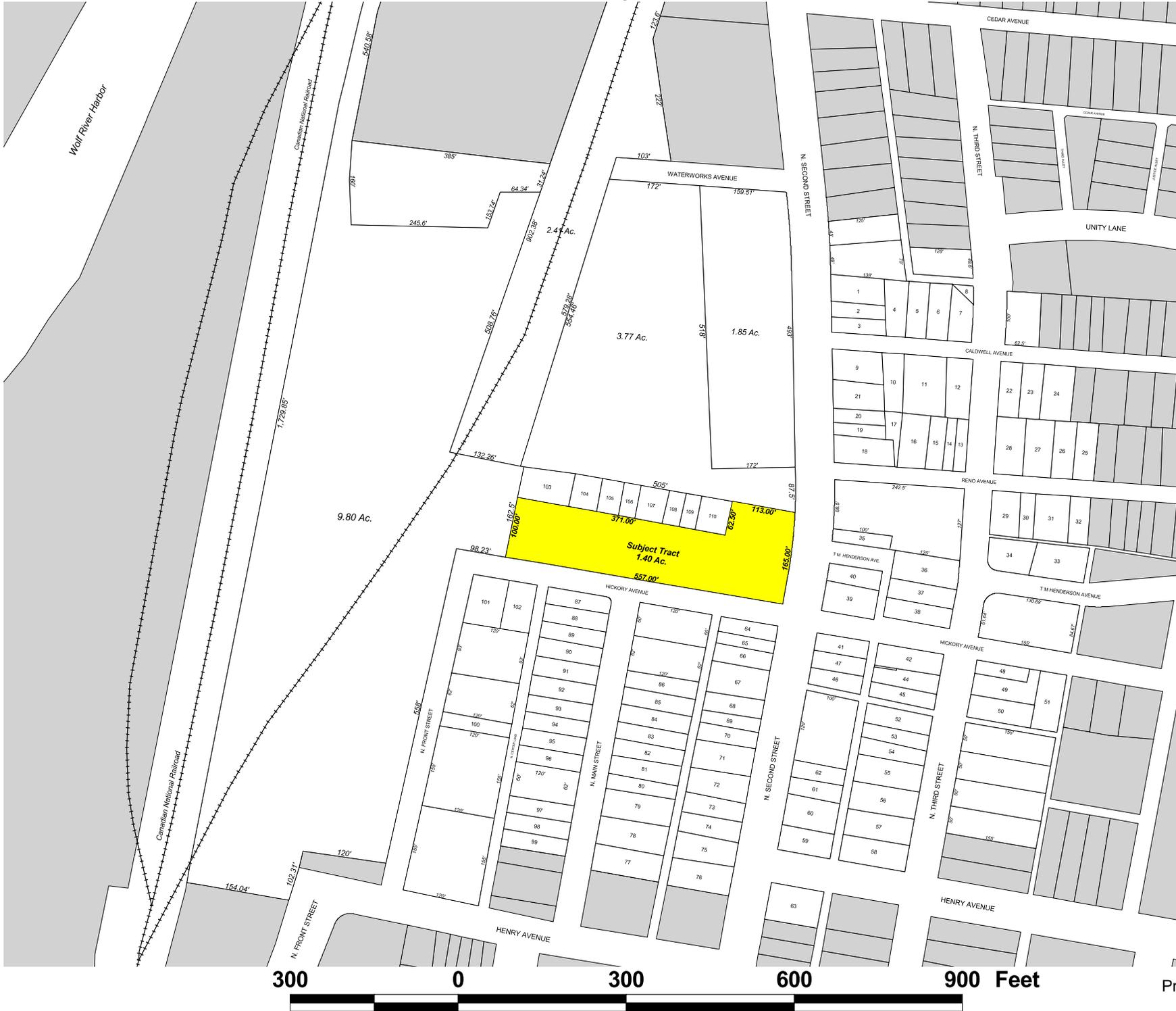
Beginning at a point in the intersection of the north line of Hickory Avenue (40' ROW) with the west line of N. Second Street (60' ROW); thence N80°41'44"W along the said north line a distance of 165.99 feet to a point; Thence S10°12'21"W a distance of 8.43 feet to a point; thence N79°47'39"W a distance of 283.15 feet to a point; thence N9°18'16"E a distance of 103.97 feet to a point; thence S80°41'38"E a distance of 316.52 feet to a point; thence N9°18'22"E a distance of 62.50 feet to a point; thence S80°41'38"E a distance of 13.00 feet to a point; thence S80°42'14"E a distance of 114.63 feet to a point in the said west line; thence along a 968.00 foot radius curve to the right an arc distance of 124.39 feet (chord S06°38'39"W 124.31 feet) to a point; thence S10°19'32"W a distance of 38.33 feet to the point of beginning and containing 1.260 acres of land more or less.

# Vicinity Map



Date: 01/30/22  
Prepared By:  
Property Research Data  
PRD Job #22-005

# Vicinity Map



Date: 01/30/22  
Prepared By:  
Property Research Data  
PRD Job #22-005

Allen Georg  
1014 N. Second Street  
Memphis, TN 38107-1811

Austin Vivian L  
928 N. Main Street  
Memphis, TN 38107-2345

Banes Bernice L Trust Revocable  
205 S. Yates Road  
Memphis, TN 38120-2255

Bennett Viree  
935 N. Main Street  
Memphis, TN 38107-2346

Bishop Henry & Carolyn S  
909 N. Third Street  
Memphis, TN 38107

Borczon Robin & John  
706 Belvedere Boulevard  
Memphis, TN 38107-0386

Brazan Luvonne A  
929 N. Main Street  
Memphis, TN 38107-2346

Bright Rosie  
3874 Advantage Way Drive, Apt 301  
Memphis, TN 38128-7271

Burchett James B  
2976 N. Rolling Woods Drive  
Memphis, TN 38128-5356

Burnett Clinton J  
4255 Waymar Drive  
Memphis, TN 38117

Bynum Ida R ( Estate Of)  
980 N. Second Street  
Memphis, TN 38107-1809

Cannon Arstine (Estate Of)  
3602 Trezevant Street  
Memphis, TN 38127

Cannon Hilton & Velma  
172 Reno Avenue  
Memphis, TN 38107-1842

Catrambone Joseph A  
912 N. Front Street  
Memphis, TN 38107-2349

Cirrus Technologies & Data Solutions Inc.  
105 Shoemaker Drive, Ste. 23  
Antioch, TN 37013

City Of Memphis  
125 N. Main Street  
Memphis, TN 38103-2026

City Of Memphis & Shelby County  
125 N. Main Street  
Memphis, TN 38103-2026

City Of Memphis Housing & Community  
125 N. Main Street  
Memphis, TN 38103-2026

City Of Memphis Tax Sale  
125 N. Main Street  
Memphis, TN 38103-2026

Community Development North Memphis  
939 N. Main Street  
Memphis, TN 38107-2346

Crider Dawnyea & Marviesta  
3825 Range Line Road  
Memphis, TN 38127-4703

Crochett Naomi T And Ruth T  
57 S. Sanga Road  
Cordova, TN 38018

Crump Harry  
908 N. Second Street  
Memphis, TN 38107-2352

Crump Harry & Annie P D  
908 N. Second Street  
Memphis, TN 38107-2352

Davenport Derrick  
5980 Maher Valley Cove  
Bartlett, TN 38135-9271

Duffy Dianne S  
P O Box 239  
Suches, GA 30572-0239

Farmer-Newman Kenneth S  
916 N. Third Street  
Memphis, TN 38107-2431

Flowers Alfred B  
2053 Belover Drive  
Memphis, TN 38127-3302

Fort Don And Donna Pope  
1009 N. Third Street  
Memphis, TN 38107-1870

Franklin Deborah  
160 Caldwell Avenue  
Memphis, TN 38107-1835

Gibbs Magnolia  
908 N. Main Street  
Memphis, TN 38107-2345

Gillespie Inece  
168 Reno Avenue  
Memphis, TN 38107-1842

Glovers Home Building Incorporated  
5115 Whitworth Road  
Memphis, TN 38116-8436

Gray Marcia  
932 N. Third Street  
Memphis, TN 38107-2431

Grind City Brewing Company LLC  
1355 Hewlett Drive  
Rossville, TN 38066-3625

Hayes Tabitha D And Christy L Teamer  
920 N. Main Street  
Memphis, TN 38107-2345

Higdon Alan  
2928 Court Street  
Bartlett, TN 38134-4531

Higdon Alan And Brittney Higdon  
2928 Court Street  
Bartlett, TN 38134-4531

Ingram Patrick L  
6911 Kinderhill Cove  
Memphis, TN 38141-

Johnson Hobart I & Kathryn G  
1634 Vollintine Avenue  
Memphis, TN 38107-3030

Johnson Joe W  
202 Caldwell Avenue  
Memphis, TN 38107

Johnson Linda  
85 Hickory Avenue  
Memphis, TN 38107-2301

Jones Gregory  
4703 Crossover Lane  
Memphis, TN 38117-5526

Kaaz Spencer And Guadalupe Escobar  
12 S. Evergreen Street  
Memphis, TN 38104-3919

Knowlton Evelyn M  
913 N. Third Street  
Memphis, TN 38107-2430

Lee Melvin E (LE) And Angela L  
900 N. Main Street  
Memphis, TN 38107-2345

Lewis Ruby (Estate Of)  
178 T M Henderson Avenue  
Memphis, TN 38107-1860

Littlejohn Barbara  
250 Caldwell Avenue  
Memphis, TN 38107-1845

Marrs Carey J And Cary G Marrs (RS)  
717 Riverside Drive  
Memphis, TN 38103-1728

MDM Investments Of Memphis LLC  
P O Box 751536  
Memphis, TN 38175-1536

Memphis And Shelby County Comm.  
P O Box 70386  
Memphis, TN 38107-0386

Memphis And Shelby County Community  
170 N. Main Street, 6<sup>th</sup> Floor  
Memphis, TN 38103-1877

Mickens Carattee D  
969 Riverside Boulevard  
Memphis, TN 38106-1556

Moore Daphne And Philisha Duffie (RS)  
2756 Overton Crossing Street  
Memphis, TN 38127-8127

Nash Investments Group LLC  
6158 Autumn Pt.  
Olive Branch, MS 38654-6624

Nelms Eddie Jr. And Glendale C Nelms  
3422 Brown Bark  
Memphis, TN 38115

NHO Management Incorporated  
P O Box 140666  
Memphis, TN 38104-2432

North Memphis Community Dev. Corp.  
262 Union Avenue, Ste. 1100  
Memphis, TN 38103-5134

Oasis Of Hope Incorporated  
8500 Walnut Grove Road  
Cordova, TN 38018

Oates Mattie  
3930 Allenbrook Cove, Apt. 200  
Memphis, TN 38118-1880

Scott Raphael  
1640 Dolan Drive  
Memphis, TN 38116-5202

Shelby County Tax Sale  
P O Box 2751  
Memphis, TN 38101-2751

Simelton Deborah  
3634 Lyndale Avenue  
Minneapolis, MN 55412

Simmons Stephanie  
P O Box 3458  
Memphis, TN 38173-0458

Smiley William L  
P O Box 25165  
Arlington, VA 22202-9065

Smith Georgeanna T  
327 Buntyn Street  
Memphis, TN 38111-1601

Smith Karen  
3407 Drayton Manor Run  
Lawrenceville, GA 30045-9417

Smith Robert C & Patsy L  
5217 Shady Grove Road  
Memphis, TN 38117-3447

Tharpe Hattye P  
6670 Ross Manor Drive  
Memphis, TN 38141-2414

Vann Ann  
183 Caldwell Avenue  
Memphis, TN 38107-1838

Watson Lawrence  
4644 Priscilla Avenue  
Memphis, TN 38128

White Bennie  
3111 Belle Grove Road  
Memphis, TN 38115

Williams Verzonja  
187 Hickory Avenue  
Memphis, TN 38107-2464

Wolf River Harbor Holdings LLC  
495 Tennessee Street, Ste. 152  
Memphis, TN 38103-2549

Wolf River Holdings LLC  
495 Tennessee Street, Ste. 152  
Memphis, TN 38103

Woods Danielle M  
921 N. Third Street  
Memphis, TN 38107-2430

Ziemer Christopher E  
1000 N. Second Street  
Memphis, TN 38107-1811

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

City of Memphis and Shelby County  
125 N. Main Street  
Memphis, TN 38103

City of Memphis and Shelby County  
125 N. Main Street  
Memphis, TN 38103

City of Memphis and Shelby County  
125 N. Main Street  
Memphis, TN 38103

City of Memphis and Shelby County  
125 N. Main Street  
Memphis, TN 38103

City of Memphis and Shelby County  
125 N. Main Street  
Memphis, TN 38103

Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107

Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107

Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107

Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107

Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107



# Shelby County Tennessee

## *Shelandra Y Ford*

Shelby County Register

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As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

20126831

11/17/2020 - 08:24:30 AM

9 PGS

HERTHA 2123715-20126831

VALUE	191000.00
MORTGAGE TAX	0.00
TRANSFER TAX	706.70
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	1.00
EFILE FEE	2.00
TOTAL AMOUNT	756.70

SHELANDRA Y FORD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

THIS INSTRUMENT PREPARED BY:  
GRIFFIN, CLIFT, EVERTON & MASCHMEYER, PLLC  
6489 QUAIL HOLLOW, SUITE 100  
MEMPHIS, TENNESSEE 38120  
(901) 752-1133  
FF24134

Return To:  
J. Clay Cole  
Coventry Escrow & Title Company, LLC  
7500 Capital Drive  
Germantown, Tennessee 38138

---

**SPECIAL WARRANTY DEED**

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THIS INDENTURE, made as of this 4<sup>th</sup> day of November, 2020, by and between **ALAN HIGDON AND BRITTNEY KUTZ FKA BRITTNEY HIGDON, FATHER AND DAUGHTER** Grantor, and <sup>City of</sup> Memphis **SHELBY COUNTY COMMUNITY REDEVELOPMENT AGENCY**, Grantee.  
and

**WITNESSETH:**

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following described real estate, situated and being in the County of Shelby, State of Tennessee:

**See attached Exhibit A for legal descriptions of properties.**

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging to or in any wise appertaining unto the said Grantee, Grantee's heirs, successors and assigns in fee simple forever.

The said Grantor does hereby covenant with Grantee that it is lawfully seized in fee of the aforesaid real estate; that it has good right to sell and convey the same; that the same is unencumbered except for: City of Memphis and Shelby County not yet due and payable which Grantee hereby assumes and agrees to pay; and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons ***claiming by, through or under Grantor, but not further or otherwise.***

***This property is being conveyed in as-is condition, and Grantor makes no representations or warranties, of any kind or nature whatsoever, whether express or implied, implied by law, or otherwise, concerning the condition of the property.***

WITNESS the signature of the Grantor the day and year first above written.

[Signature]  
Alan Higdon

[Signature]  
Brittney Kutz fka Brittney Higdon

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Alan Higdon**, the within named seller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 4 day of November, 2020.

[Signature]  
Notary Public

My Commission Expires: Nov. 13, 2023



STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Brittney Kutz fka Brittney Higdon**, the within named seller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 4 day of November, 2020.

[Signature] [Signature]  
Notary Public

My Commission Expires: 8/5/2023 Nov. 13, 2023



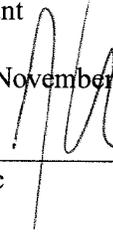
STATE OF TENNESSEE  
COUNTY OF SHELBY

I, or we, hereby swear or affirm that to the best affiant's knowledge, information or belief, the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$191,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

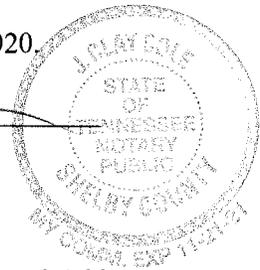


\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to before me this 6th day of November, 2020.



\_\_\_\_\_  
Notary Public



My Commission expires: \_\_\_\_\_

Property Addresses: See attached exhibit A  
Parcel No. See Attached Exhibit A

City of New Owner Name and Address:  
Memphis-Shelby County Community  
Redevelopment Agency  
170 N. Main St., 6th Floor  
Memphis, TN 38103

Mail Tax Bills To:  
City of Memphis and Shelby County  
Community Redevelopment Agency  
170 N. Main St., 6th Fl.  
Memphis, TN 38103

EXHIBIT A

1. 0 Hickory, Memphis, TN – Tax Parcel ID: 022-001-00020

The South 100 feet of Lot 98, FREEMAN AND BRINKLEY'S SUBDIVISION, as per plat recorded in Plat Book 2, Page 131, of the Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

Beginning at a point in the north side of Hickory Avenue 253 feet west of North Second Street; running thence westwardly along the north line of Hickory Street 50 feet to a point; running thence northwardly 100 feet to a point; running thence eastwardly 50 feet to a point; running thence southwardly 100 feet to the point of beginning.

Being the same property conveyed to Alan Higdon & Brittney Higdon by Quit Claim Deed of record at Instrument No. 14005383, in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2, Page 131; Easement of record at Book 3178, Page 336 and Instrument No. CT 4870; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

2. 112 Hickory, Memphis, TN – Tax Parcel ID: 022-001-00018

Lot 96 in Freeman's and Brinkley's Subdivision, part of country Lot 535, as recorded May 12, 1891, in Plat Book 2, page 131, having a frontage of 30 feet on the north side of Hickory (formerly Brinkley) Street, and extending back between parallel lines 162½ feet.

LESS AND EXCEPT: PART SOLD AT 2029-440

Part of Lot 96, Freeman and Brinkley Subdivision, as of record in Plat Book 2, Page 131, in the Office of the Register of Shelby County, Tennessee, and more particularly described as follows: Beginning at a point in the east line of said Lot 96, said point being 100 feet north of the north line of Hickory Avenue; running thence northwardly 62.5 feet to the north line of Lot 96; thence westwardly 30 feet to the west line of Lot 96; thence southwardly 62.5 feet; thence eastwardly 30 feet to the point of beginning. Being a part of that property described in deed of record in Book 1982, Page 525, in the aforesaid Register's Office.

Being one and the same property conveyed to Alan Higdon or Brittney Higdon by Quit Claim Deed of record at Instrument No. 11036918 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2, Page 131; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

3. 0 N Second, Memphis, TN – Tax Parcel ID: 022-001-00015

Part of Lots 90, 91, 92 and 93, of FREEMAN & BRINKLEY SUBDIVISION, of part of Cheek and Pate Subdivision in Country Lot 535 as per plat of record in Plat Book 2, Page 131, in the Register's Office of Shelby County, Tennessee, more particularly described as follows:

Beginning at a chisel mark cut in the concrete sidewalk in the intersection of the west line of North Second Street with the north line of Hickory Avenue, thence northwardly with said west line of North Second Street 162.5 feet to a chisel mark cut in said concrete sidewalk; thence westwardly parallel with Hickory Avenue 120 feet to the east line of an alley; thence southwardly with said east line of alley 89.3 feet to a stake; thence eastwardly parallel with Hickory Avenue 30.8 feet to a stake; thence southwardly parallel with North Second Street 73.2 feet to a stake in the north line of Hickory Avenue; thence eastwardly with north line of Hickory Avenue 89.2 feet to the beginning.

LESS AND EXCEPT that part of lot 93 conveyed to the City of Memphis and described in Warranty Deed of record in Book 1988, Page 405, in the Register's Office of Shelby County, Tennessee.

Being one and the same property conveyed to Alan Higdon and Brittney Higdon, by Quit Claim Deed of record at Instrument No. 0463868 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2, Page 131; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

4. 0 Hickory, Memphis, TN – Tax Parcel ID: 022-001-00024

The West 29 Feet of Lot 102, FREEMAN AND BRINKLEY SUBDIVISION, in Country Lot 535 as per plat recorded in Plat Book 2, Page 131, of the Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

Beginning at a point in the north line of Hickory Street 385 feet west of the west line of North Second Street; said point being the southeast corner of Lot 102; running thence west along the north line of Hickory Street 39 feet to a point in the southeast corner of the property conveyed by deed recorded in Book 2781, Page 242 in said Register's Office; running thence northwardly 100 feet to a point; running thence eastwardly 39 feet to a point; running thence southwardly 100 feet to a point in the north line of Hickory Street to the point of beginning.

Being one and the same property conveyed to Alan Higdon and Brittney Higdon by Quit Claim Deed of record at Instrument No. 14005381 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2, Page 131; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

5. 0 Hickory, Memphis, TN – Tax Parcel ID: 022-001-00023

The East 2 feet of Lot 102, west 23 feet of Lot 101, FREEMAN AND BRINKLEY'S SUBDIVISION, as per plat recorded in Plat Book 2, Page 131, of the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property. And being 25 feet by 100 feet on Hickory.

Being one and the same property conveyed to Alan Higdon and Brittney Higdon by Quit Claim Deed of record at Instrument No. 14005382 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2, Page 131; and Easement of record at Book 2781, Page 242; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

6. 0 Hickory, Memphis, TN – Tax Parcel ID: 022-001-00022

The South 100 Feet of Lot 100, and the South 100 Feet of the East 8 Feet of Lot 101, FREEMAN AND BRINKLEY'S SUBDIVISION, as per plat recorded in Plat Book 2, Page 131, of the Register's Office of Shelby County, Tennessee, and being more particularly described as follows: Beginning at a point in the north line of Hickory Street 334 feet west of the west line of North Second Street; said point being the southeast corner of Lot 100; running thence west along the north line of Hickory Street 39 feet to a point in the southeast corner of the property conveyed by deed recorded in Book 2781, Page 242 in said Register's Office; running thence northwardly 100 feet to a point; running thence eastwardly 39 feet to a point; running thence southwardly 100 feet to a point in the north line of Hickory Street to the point of beginning.

Being one and the same property conveyed to Alan Higdon and Brittney Higdon by Quit Claim Deed of record at Instrument No. 14005429 in the Register's Office of Shelby County, Tennessee.

7. 84 Hickory, Memphis, TN – Tax Parcel ID: 022-001-00026

The South 100 feet of Lots 103, 104 and 105, FREEMAN AND BRINKLEY SUBDIVISION except the east 22½ feet of Lot 103 and being more particularly described as follows: Beginning at a point in the South line of Lot 103 in the north line of Hickory Avenue which point being 22½ feet west of the southeast corner of Lot 103 and midway between the houses known as 84-86 and 88 Hickory Avenue; thence west along the South lines of Lots 103, 104, and 105 along the north line of Hickory Avenue about 70.5 feet to a point; thence northwardly and parallel to the west line of Lot 105, a distance of 100 feet to a point in the south line of the property belonging to the City of Memphis; thence east along the south line of said property and parallel to the north line of Hickory Avenue 70.5 feet to a point; thence south and parallel with the east line of Lot 103 to the point of beginning.

Being one and the same property conveyed to Alan Higdon and Brittney Higdon by Quit Claim Deed of record at Instrument No. 11104441 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2, Page 131; and Easement of record at Book 3178, Page 338; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

8. 114 Hickory, Memphis, TN – Tax Parcel ID: 022-001-00017

Lots 94 and 95, FREEMAN AND BRINKLEY SUBDIVISION, as recorded in Plat Book 2, page 131, in the Register's Office, Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

LESS & EXCEPT that part retained by the City of Memphis & the County of Shelby, as shown on Tax Map as Parcel No. 022-001-00013.

Being one and the same property conveyed to Alan Higdon and Brittney Higdon by Quit Claim Deed of record at Instrument No. 11036917 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2, Page 131; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

9. 0 Hickory, Memphis, TN – Tax Parcel ID: 022-001-00016

Part of Lots 90 through 92, FREEMAN and BRINKLEY'S SUBDIVISION, as per plat recorded in Plat Book 2, Page 131, of the Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

Beginning at a stake in the north line of Hickory Avenue 89.2 feet westwardly from the west line of North Second Street; thence westwardly with said north line of Hickory Avenue 30.8 feet to the east line of an alley; thence northwardly with the east line of said alley 73.2 feet to a stake; thence eastwardly parallel with Hickory Avenue 30.8 feet to a stake; thence southwardly 73.2 feet to the point of beginning.

Being one and the same property conveyed to Alan Higdon and Brittney Higdon by Quit Claim Deed of record at Instrument No. 14005384 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 2, Page 131; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

10. 0 Reno, Memphis, TN – Tax Parcel ID: 022-015-00001C

Lots 92 through 98, J.F. Graham Subdivision, as shown on Plat Book of record in Plat Book 5, Page 6, in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description of said property.

And

Beginning at a point in the east line of North Second Street 57 feet south of the south line of Reno Avenue, which point of beginning is the southwest corner of property owned by Petrovsky; running thence east to a point in the west line of North Third Street, which point is the southeast corner of property now owned by Petrovsky; thence southwardly with said west line of North Third Street to the north line of Sunflower Avenue; thence westwardly with said north line of

Sunflower Avenue to a point in the southeast corner of another tract owned by Petrovzsky and which is situated at the northeast corner of said Petrovsky tract last above referred to; thence westwardly with the north line of said last mentioned Petrovsky tract to the east line of North Second Street; thence northwardly with said east line of North Second Street to the point of beginning.

Being one and the same property conveyed to Alan Higdon by Counterpart Warranty Deed recorded at Instrument Nos. 11094026 and 11094027 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to Subdivision Restrictions, Building Lines and Easements of record in Plat Book 5, Page 6; all in the Register's Office of Shelby County, Tennessee; and except for 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

11. 954 N Second, Memphis, TN – Tax Parcel ID: 022-015-00005

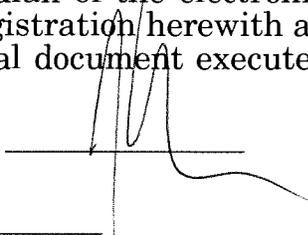
Part of Block G, Bickford Park Subdivision in the City of Memphis, Shelby County, Tennessee, more particularly described as follows:

Beginning at a point being the intersection of the north line of Sunflower Avenue with the east line of North Second Street; thence northwardly with the east line of North Second Street 25 feet to a point; thence eastwardly and parallel with the north line of Sunflower Avenue 100 feet to a point in the west line of an alley; thence southwardly parallel with the west line of said alley 25 feet to a point in the north line of Sunflower Avenue; thence westwardly with the north line of Sunflower Avenue 100 feet to the point of beginning.

Being one and the same property conveyed to Alan Higdon by Warranty Deed of record at Instrument No. 04175057 in the Register's Office of Shelby County, Tennessee.

This conveyance is made subject to 2021 Shelby County taxes and 2021 Memphis City taxes, not now due or payable, which party of the second part hereby assumes and agrees to pay.

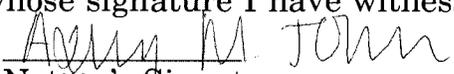
I, J. Clay Cole, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



State of Tennessee

County of Shelby

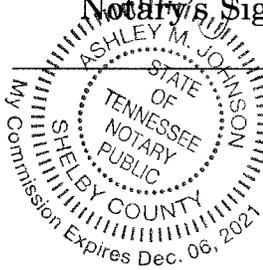
Personally appeared before me, Ashley M. Johnson, a notary public for this county and state, (name of person making certification) who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Notary's Signature

MY COMMISSION EXPIRES:

Notary's Seal (If on paper)





# Shelby County Tennessee

## *Shelandra Y Ford*

Shelby County Register

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As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

21110135

09/03/2021 - 11:51:30 AM

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5 PGS

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LINDA 2295082-21110135

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VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
EFILE FEE	2.00
TOTAL AMOUNT	29.00

---

SHELANDRA Y FORD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**This Deed Prepared By and  
Return to: Monice Hagler, Esquire  
Hagler Law Group, PLLC  
2650 Thousand Oaks Blvd., Ste. 2140  
Memphis, Tennessee 38118**

**QUIT CLAIM DEED  
(0 North Second)**

THIS INDENTURE made and entered into this 25<sup>th</sup> day of AUGUST 2021 by and between **CITY OF MEMPHIS**, a Municipality in the State of Tennessee hereinafter referred to as **Grantor** and **City of Memphis and Shelby County Community Redevelopment Agency**, hereinafter referred to as **Grantee**;

**WITNESSETH:** Pursuant to Resolution adopted by the Council of the City of Memphis on February 2, 2021, for and in consideration of the sum of **Ten Dollars (\$10.00)**, from the Grantee, receipt of which is hereby acknowledged, the Grantor hereby conveys and quitclaims unto the Grantee all of its right, title and interest in and to the certain vacant property in the City of Memphis, Shelby County, Tennessee, as described and as shown in Exhibit A.

The Grantor hereby retains easements for existing utilities, sanitary sewer and drainage facilities recorded and unrecorded located in the above described parcel of real property.

Grantor makes no claim or warranty relative to the environmental condition of the above described property.

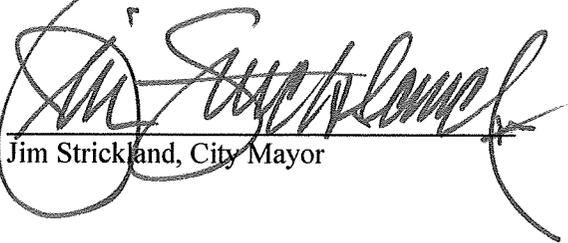
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

**SIGNATURES FOLLOW ON NEXT PAGE**

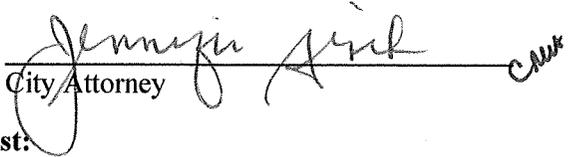
**Grantor:**

**CITY OF MEMPHIS, TENNESSEE**

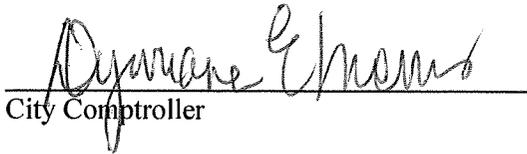
By:

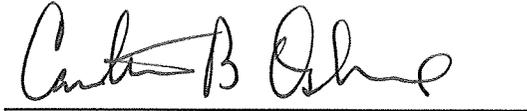
  
Jim Strickland, City Mayor

**Approved:**

  
City Attorney *CMK*

**Attest:**

  
City Comptroller



Real Estate Manager

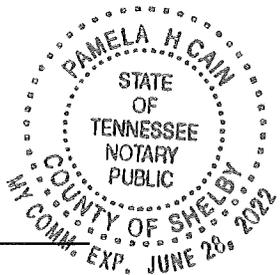
**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Jim Strickland, Mayor of the City of Memphis, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis, Tennessee**, the within named bargainer, one of the municipal corporations of the State of Tennessee, and that he as such **Mayor** of said city, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis, Tennessee**, by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 26 day of August, 2021.

My Commission Expires

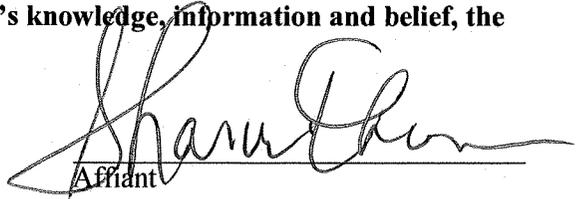
6/28/22



  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

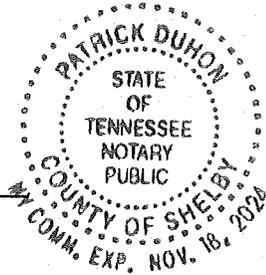
I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer is EXEMPT.

  
Affiant

Subscribed and sworn to before me this the 25<sup>th</sup> day of August, 2021.

My Commission Expires

Nov. 18, 2024



  
Notary Public

\*\*\*\*\*

**Property Owner:**

City of Memphis and Shelby County  
Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107

**Mail Tax Bills To:**

City of Memphis and Shelby County  
Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107

**Property Address:**

1. 0 N Second Street – Parcel ID# 022-001-00014

**EXHIBIT A – LEGAL DESCRIPTION**

**0 North Second – Parcel ID # 022-001-00014**

Part of Lot 93, Freeman and Brinkley Subdivision, as recorded in Plat Book 2, Page 131, and being more particularly described in Warranty Deed at 1988-405, and filed in the Register's Office of Shelby County, Tennessee.

Being the same property conveyed to Grantor by Warranty Deed at Book 1988, Page 405 dated June 17, 1948 and filed in the Register's Office of Shelby County, Tennessee.

**With Exceptions to Title** – Easement of record at Plat Book 3, Page 113, filed in the Register's Office of Shelby County, Tennessee.



THE  
HAGLER  
LAW GROUP, PLLC

ARCHWAY TITLE & ESCROW, LLC

2650 Thousand Oaks Blvd. Suite 2140

Memphis, Tennessee 38118

901-290-6620 Office

901-290-0294 Facsimile

[monice@haglerlawgroup.com](mailto:monice@haglerlawgroup.com)

I, Monice Moore Hagler, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 8/25/21.

Affiant - Monice Moore Hagler

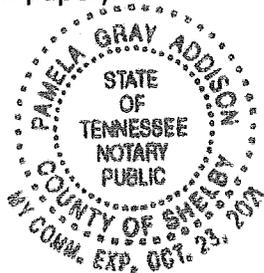
STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Pamela Gray Addison, a notary public for this county and state, Monice Moore Hagler, who acknowledges that this certification of an electronic certification of an electronic document is true and correct and whose signature I have witnessed

Notary Signature

MY COMMISSION EXPIRES 10/23/21

Notary's Seal (if on paper)





# Shelby County Tennessee

## *Shelandra Y Ford*

Shelby County Register

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As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

21110138

09/03/2021 - 11:51:30 AM

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7 PGS

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LINDA 2295082-21110138

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VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
EFILE FEE	2.00
TOTAL AMOUNT	39.00

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SHELANDRA Y FORD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**This Deed Prepared By and  
Return to: Monice Hagler, Esquire  
Hagler Law Group, PLLC  
2650 Thousand Oaks Blvd., Ste. 2140  
Memphis, Tennessee 38118**

**QUIT CLAIM DEED  
(Ten Parcels)**

THIS INDENTURE made and entered into this 25<sup>th</sup> day of AUGUST, 2021 by and between the **CITY OF MEMPHIS**, a Municipal Corporation in the State of Tennessee, hereinafter referred to as **Grantor** and the **City of Memphis and Shelby County Community Redevelopment Agency**, hereinafter referred to as **Grantee**;

**WITNESSETH:** Pursuant to Resolution adopted by the Council of the City of Memphis on February 2, 2021, for and in consideration of the sum of Ten Dollars (\$10.00), from the Grantee, receipt of which is hereby acknowledged, the Grantor hereby conveys and quitclaims unto the Grantee all of its right, title and interest in and to the certain vacant property in the City of Memphis, Shelby County, Tennessee, as described and as shown in Exhibit A.

The Grantor hereby retains easements for existing utilities, sanitary sewer and drainage facilities recorded and unrecorded located in the above described parcels of real property.

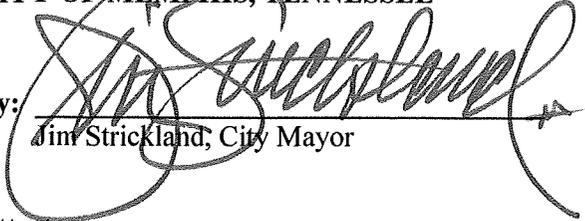
Grantor makes no claim or warranty relative to the environmental condition of the above described property.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

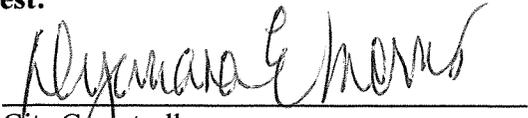
**SIGNATURES FOLLOW ON NEXT PAGE**

**GRANTOR:**

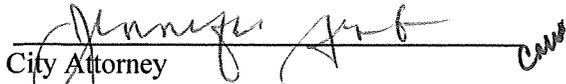
**CITY OF MEMPHIS, TENNESSEE**

By:   
Jim Strickland, City Mayor

**Attest:**

  
City Comptroller

**Approved:**

  
City Attorney

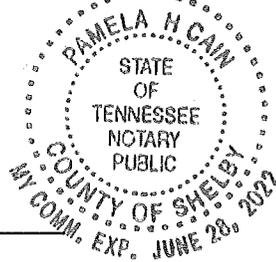
  
Real Estate Manager

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Jim Strickland, Mayor of the City of Memphis, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis, Tennessee**, the within named bargainer, one of the municipal corporations of the State of Tennessee, and that he as such **Mayor** of said city, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis, Tennessee**, by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 25 day of Sept, 2021.

My Commission Expires  
6/28/22



  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

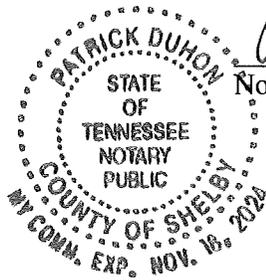
I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer is EXEMPT.

*[Handwritten Signature]*  
Affiant

Subscribed and sworn to before me this the 25<sup>th</sup> day of August, 2021.

My Commission Expires

Nov. 18, 2024



*[Handwritten Signature]*  
Notary Public

\*\*\*\*\*

**Property Owner:**

City of Memphis and Shelby County  
Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107

**Mail Tax Bills To:**

City of Memphis and Shelby County  
Community Redevelopment Agency  
P.O. Box 70386  
Memphis, TN 38107

**Property Addresses:**

1. 837 N Decatur – (Parcel ID# 021-006-00016)
2. 0 Hastings – (Parcel ID# 021-009-00003)
3. (Parcel ID# 021-012-00017) (rear lot of 643 Decatur St.)
4. 1009 Looney (Parcel ID# 021-030-00003)
5. 912 Decatur – (Parcel ID# 021-044-00054)
6. 0 Hickory Avenue – (Parcel ID# 022-001-00019)
7. 0 Hickory Avenue - (Parcel ID# 022-001-00025)
8. 911 N Main – (Parcel ID# 022-003-00010)
9. 897 N Main – (Parcel ID# 022-003-00013)
10. 1112 E Clyde Avenue – (Parcel ID# 040-010-00016)

**EXHIBIT A – LEGAL DESCRIPTIONS**

**1. 837 N Decatur – (Parcel ID# 021-006-00016)**

Lot 27, 28, 29, & 30, Block 1 Mar Mosley Subdivision, as recorded in Plat Book 3, Page 135, and filed in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Warranty Deed at Instrument Number AF-7113 dated January 20, 1988 and filed in Register's Office of Shelby County, Tennessee.

**2. 0 Hastings– Parcel ID # 021-009-00003**

Lot PT 12, James Jones Subdivision, as shown in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Warranty Deed at Instrument Number AJ 1762 dated March 29, 1988, and filed in Register's Office of Shelby County, Tennessee.

**3. (Parcel ID# 021-012-00017) ( rear lot of 643 Decatur St.)**

Lot PT 20, Block 13 Brinkley & Snowden Subdivision, as shown on plat of record in Plat Book 1, Page 38, and filed in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Warranty Deed at Instrument Number AV-4226 dated December 8, 1988, and filed in Register's Office of Shelby County, Tennessee.

**With Exceptions to Title** - Easements of record at Instrument Number 2798-609 filed in the Register's Office of Shelby County, Tennessee

**4. 1009 Looney (Parcel ID # 021-030-00003)**

The east 40 feet of Lot 10, Miller Court Subdivision, as shown on plat of record in Plat Book 3, Page 121, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Tax Sale #10, TRD 9425-3 dated January 5, 1996 as shown in the Chancery Court of Tennessee for the Thirtieth Judicial District at Memphis.

**5. 912 Decatur – Parcel ID #021-044-00054**

Lot 12, Block 2, Toohey Subdivision, as shown on plat of record in Plat Book 4, Page 15, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Tax Sale #13, TRD 9460-2 dated August 1, 2000 as shown in the Chancery Court of Tennessee for the Thirtieth Judicial District at Memphis.

**6. 0 Hickory Avenue – (Parcel ID# 022-001-00019)**

The South 100 Feet of Lot 97, Freeman and Brinkley Subdivision as shown on plat of record in Plat Book 2, Page 131, and filed in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Tax Sale #2, TRD 9413-3 dated August 3, 1983 as shown in the Chancery Court of Tennessee for the Tenth Chancery Division at Memphis.

**7. 0 Hickory Avenue – (Parcel ID# 022-001-00025)**

The East 221/2 feet of the South 100 Feet of Lot 103, Freeman and Brinkley Subdivision, as shown on plat of record in Plat Book 2, Page 131, and filed in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Tax Sale #2, TRD 9413-3 dated August 3, 1983 as shown in the Chancery Court of Tennessee for the Tenth Chancery Division at Memphis.

**8. 911 N Main – (Parcel ID# 022-003-00010)**

Lot 43, Freeman and Brinkley Subdivision as shown on plat of record in Plat Book 2, Page 131, and filed in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Quit Claim Deed at Instrument Number EA 7044 dated November 8, 1993 and re-recorded at Instrument Number EC 9226 dated January 21, 1994, both filed in the Register's Office of Shelby County, Tennessee.

**9. 897 N Main – (Parcel ID# 022-003-00013)**

Lot 39, Freeman and Brinkley Subdivision as shown on plat of record in Plat Book 2, Page 131, and filed in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Grantor by Warranty Deed at Instrument Number ER 6057 dated September 9, 1994, filed in the Register's Office of Shelby County, Tennessee.

**10. 1112 E Clyde – Parcel ID# 040-010-00016**

Lot 73-75, Block A Breedlove Avenue Place Subdivision, as recorded in Plat Book 4, Page 1, less and except the part taken for Thomas Street, and filed in the Register's Office of Shelby County, Tennessee.

Being the same property conveyed to Grantor by Warranty Deed at Instrument Number DF-3148 dated November 13, 1992 and filed in Register's Office of Shelby County, Tennessee.



THE  
**HAGLER**  
LAW GROUP, PLLC

*ARCHWAY TITLE & ESCROW, LLC*

*2650 Thousand Oaks Blvd, Suite 2140  
Memphis, Tennessee 38118  
901-290-6620 Office  
901-290-0294 Facsimile  
[monice@haglerlawgroup.com](mailto:monice@haglerlawgroup.com)*

I, Monice Moore Hagler, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 8/25/21.

Affiant - Monice Moore Hagler

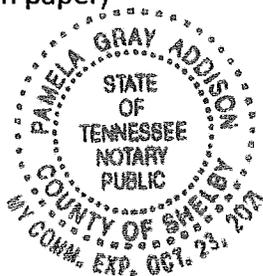
STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Pamela Gray Addison, a notary public for this county and state, Monice Moore Hagler, who acknowledges that this certification of an electronic certification of an electronic document is true and correct and whose signature I have witnessed.

  
Notary Signature

MY COMMISSION EXPIRES 10/23/21

Notary's Seal (if on paper)



**JOINT ORDINANCE NO. \_\_\_\_\_**

**A JOINT ORDINANCE OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY COUNTY, TENNESSEE ENACTED PURSUANT TO THE COMMUNITY REDEVELOPMENT ACT OF 1998 AND THE UNIFORMITY IN TAX INCREMENT FINANCING ACT OF 2012; PROVIDING FOR THE ESTABLISHMENT OF THE KLONDIKE REDEVELOPMENT TRUST FUND**

**WHEREAS**, pursuant to the Community Redevelopment Act of 1998 (the “Act”) Shelby County, Tennessee (the "County") and the City of Memphis, Tennessee (the "City") established a joint Community Redevelopment Agency ("CRA") to ameliorate the slum and blight conditions within the City of Memphis and the unincorporated areas of Shelby County; and

**WHEREAS**, on September 20, 2022, pursuant to Section 11 of the Act and the provisions of the Uniformity in Tax Increment Financing Act of 2012 (the “TIF Uniformity Act”), the CRA approved a proposal to establish the Klondike Tax Increment Financing District (the “Klondike TIF”) pursuant to the Klondike Community Redevelopment Area (the “Plan);

**WHEREAS**, the City Council (the “Council”) of the City of Memphis, Tennessee considered the adoption of the Plan pursuant to the requirements of the Act; and

**WHEREAS**, the Board of County Commissioners of Shelby County, Tennessee (the "Board") considered the adoption of the Klondike Community Redevelopment Plan pursuant to the requirements of the Act; and

**WHEREAS**, any financing undertaken in connection with the Klondike TIF shall not represent or constitute a debt or pledge of the faith and credit or the taxing power of the CRA, the City or the County; and

**WHEREAS**, this Ordinance shall not become effective until after the adoption of the Plan by the Board and the Council; and

**NOW, THEREFORE, BE IT RESOLVED** by The Council Of The City Of Memphis And The Board Of County Commissioners Of Shelby County, Tennessee that the Community

Redevelopment Plan for Klondike Area be established as follows:

**SECTION 1. COMMUNITY REDEVELOPMENT AREA**

The Klondike Community Redevelopment Area shall be as shown in the Legal Description attached as Exhibit A.

**SECTION 2. FUNDING OF THE REDEVELOPMENT TRUST FUND**

Pursuant to the provisions of Section 21 of the Community Redevelopment Act of 1998 the hereby Redevelopment Trust Fund for the Klondike Community Redevelopment Area is hereby established and shall include the increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of the community redevelopment under the Act.

Pursuant to the requirements of the Act, each taxing authority located within the Klondike Community Redevelopment Area shall by January 1 of each year commencing January 1, 2023 appropriate to the Redevelopment Trust Fund for the Klondike Area for so long as any indebtedness pledging increment revenue to the payment thereof is outstanding the earliest of thirty (30) years or January 1, 2053, a sum that is no less than the increment as defined and described in this Section accruing to such taxing authority.

**SECTION 3. DISCRETION TO GRANT EXEMPTIONS**

Subject to further proceedings of the Council and the Board pursuant to the requirements of Section 21(b)(4) of the Act, the City and the County reserve the discretion to grant an exemption to any special district that levies taxes within the Klondike Community Redevelopment Area from the funding requirements of Section 5 of this Ordinance; provided such grant of an exemption shall not violate Article 1, Section 20 of the Tennessee Constitution or Article 1, Section 10 of the United States Constitution, relating to impairment of contracts.

#### **SECTION 4. TERM OF THE REDEVELOPMENT TRUST FUND**

The Redevelopment Trust Fund for the Klondike Area shall remain in existence for thirty (30) years after the date of adoption of the original Plan. Notwithstanding anything in this Ordinance to contrary, the obligation to fund the Redevelopment Trust Fund annually shall continue until all loans, advances and indebtedness, if any, and interest thereon, of the CRA incurred as a result of redevelopment in a Community Redevelopment Area have been paid. Upon termination of the Redevelopment Trust Fund, subject to payment of all amounts required to be paid from such Redevelopment Trust Fund, any remaining moneys in the Redevelopment Trust Fund shall be returned to each taxing authority, which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the Redevelopment Trust Fund by all taxing authorities within the Klondike Community Redevelopment Area during that year of the last appropriation.

#### **SECTION 5. EXPENDITURE OF MONEYS IN THE REDEVELOPMENT TRUST FUND**

A. Moneys in the Redevelopment Trust Fund may be expended from time to time for the following purposes, when directly related to financing or refinancing of redevelopment in a Community Redevelopment Area pursuant to the Plan:

(a) administrative and overhead expenses necessary or incidental to the implementation of the Plan pursuant to the Uniformity in Tax Increment Financing Act of 2012 (the "TIF Uniformity Act").

(b) expenses of redevelopment planning, surveys and financial analysis, including the reimbursement of the City, the County or the CRA for such expenses incurred before the Plan was approved and adopted.

(c) the acquisition of real property in the Community Redevelopment Area.

(d) The clearance and preparation of any portion of the Community Redevelopment Area for

redevelopment and relocation of site occupants as provided in Section 17 of the Act.

(e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes and any other form of indebtedness.

(f) All expenses incidental to or connected with the issuance, sale, redemption, retirement or purchase of CRA bonds, bond anticipation notes or other form of indebtedness, including any reserve, redemption or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes or other form of indebtedness.

(g) The development of affordable housing within the Community Redevelopment Area.

B. On the last day of each fiscal year of the CRA, any money which remains in the Klondike Redevelopment Trust Fund after the payment of expenses pursuant to subsection "A" of this Section 5 for such year shall be:

(a) returned to each taxing authority, which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities within the Klondike Community Redevelopment Area for that year;

(b) Used to reduce the amount of any indebtedness to which increment revenues are pledged;

(c) deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or

(d) appropriated to a specific redevelopment project pursuant to the Plan which project will be completed within three (3) years from the date of such appropriation.

C. As allowed in Section 2 of the "Uniformity in Tax Increment Financing Act of 2012" a total of up to five percent (5%) of incremental tax revenues will be set aside for administrative expenses

incurred by the CRA (Tennessee Code Annotated 9- 23-105).

D. As allowed in the "Uniformity in Tax Increment Financing Act of 2012" the tax increment base and dedicated taxes shall be calculated on the basis of each parcel within the area subject to the Community Redevelopment Plan for the Klondike Area (Tennessee Code Annotated 9-23-103).

E. In accordance with the provisions of the Act and the Uniformity in Tax Increment Financing Act of 2012, the City and the County shall cause the CRA to provide for an independent financial audit of the trust fund each fiscal year and a report of such audit. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the Redevelopment Trust Fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of such indebtedness. The CRA shall provide a copy of the report to each taxing authority.

**BE IT FURTHER ORDAINED**, that to the extent that the CRA shall approve developers to execute the redevelopment, said developers shall provide annual financial statements, including balance sheets and detailed income and expense statements to the CRA Board.

**BE IT FURTHER ORDAINED**, that this joint ordinance shall take effect from and after the date it shall have been enacted according to due process of law by virtue of the concurring and separate passage thereof by the Council of the City of Memphis and by the Board of Commissioners of Shelby County, Tennessee.

**BE IT FURTHER ORDAINED**, that the provisions of this Ordinance are severable and that any portion declared or found to be unlawful shall not affect the remaining portions.

---

Chairman of the City Council

Attest:

---

Comptroller

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL |  
ONLY STAPLED |  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

Planning & Zoning COMMITTEE: 11/1/2022  
DATE  
PUBLIC SESSION: 11/1/2022  
DATE

**ITEM (CHECK ONE)**

ORDINANCE      \_\_\_\_\_ RESOLUTION       REQUEST FOR PUBLIC HEARING

**ITEM CAPTION:** Zoning ordinance amending Ordinance No. 5367 of Code of Ordinance, City of Memphis, Tennessee, adopted on August 10, 2010, as amended, known as the Memphis and Shelby County Unified Development code, to authorize a zoning use district reclassification for land located on the east side of North Bingham, south of Jackson Avenue. By taking the land out of the Employment (EMP) Use District and including it in the Residential Urban - 3 (RU-3) Use District, known as case number Z 22-06

**CASE NUMBER:** Z 22-06  
**LOCATION:** East side of North Bingham, south of Jackson Avenue  
**COUNCIL DISTRICTS:** District 5 and Super District 9 - Positions 1, 2, and 3  
**OWNER/APPLICANT:** Harish Yakkala  
**REPRESENTATIVES:** Harish Yakkala  
**REQUEST:** Rezoning of +/-2.1 acres from Employment (EMP) to Residential Urban -3 (RU-3)  
**RECOMMENDATION:** The Division of Planning and Development recommended *Approval*  
The Land Use Control Board recommended *Approval*

**RECOMMENDED COUNCIL ACTION:** **Public Hearing Required**  
Set date for first reading - November 1, 2022  
Second reading - November 15, 2022  
Third reading - December 6, 2022

**PRIOR ACTION ON ITEM:**

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
10/13/2022 _____	DATE
(1) Land Use Control Board _____	ORGANIZATION - (1) BOARD / COMMISSION
	(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

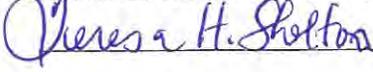
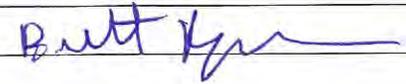
**FUNDING:**

(2) _____	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____	AMOUNT OF EXPENDITURE
\$ _____	REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

\$ _____	OPERATING BUDGET
\$ _____	CIP PROJECT # _____
\$ _____	FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

	<u>DATE</u>	<u>POSITION</u>
	<u>10/25/22</u>	PRINCIPAL PLANNER
_____	_____	DEPUTY ADMINISTRATOR
	<u>10/25/22</u>	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY
_____	_____	<b>CHIEF ADMINISTRATIVE OFFICER</b>
_____	_____	<b>COMMITTEE CHAIRMAN</b>



## Memphis City Council Summary Sheet

### Z 22-06

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCE, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED ON THE EAST SIDE OF NORTH BINGHAM, SOUTH OF JACKSON AVENUE. BY TAKING THE LAND OUT OF THE EMPLOYMENT (EMP) USE DISTRICT AND INCLUDING IT IN THE RESIDENTIAL URBAN – 3 (RU-3) USE DISTRICT, KNOWN AS CASE NUMBER Z 22-06

- Approval of this zoning district reclassification will be reflected on the Memphis and Shelby County Zoning Atlas; and
- No contracts are affected by this item; and
- No expenditure of funds/budget amendments are required by this item.

**ORDINANCE NO: \_\_\_\_\_**

**ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF CODE OF ORDINANCE, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING USE DISTRICT RECLASSIFICATION FOR LAND LOCATED ON THE EAST SIDE OF NORTH BINGHAM, SOUTH OF JACKSON AVENUE. BY TAKING THE LAND OUT OF THE EMPLOYMENT (EMP) USE DISTRICT AND INCLUDING IT IN THE RESIDENTIAL URBAN – 3 (RU-3) USE DISTRICT, KNOWN AS CASE NUMBER Z 22-06**

---

**WHEREAS**, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation, designated as **Case Number: Z 22-06**; and

**WHEREAS**, the Memphis and Shelby County Land Use Control Board has filed its recommendation and the Division of Planning and Development has filed its report and recommendation with the Council of the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned amendment pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said amendment is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, the provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with.

**NOW THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF MEMPHIS:**

**SECTION 1:**

**THAT**, the Memphis and Shelby County Unified Development Code, Ordinance No. 5367 of the Code of Ordinances, City of Memphis, as amended, be and the same hereby is amended with respect to Use Districts, as follows:

**BY TAKING THE FOLLOWING PROPERTY OUT OF THE EMPLOYMENT (EMP) Use District and including it in the RESIDENTIAL URBAN – 3 (RU-3) Use District.**

The following property located in the City of Memphis, Tennessee being more particularly described as follows:

BEGINNING at the point of intersection of the north line of Ogden avenue with the east line of Bingham Street, said point being the southwest corner of the parcel herein described; thence northwardly along the said east line of Bingham Street a distance of 184.4 feet to point; thence eastwardly and parallel with Ogden Avenue a distance of 112.5 feet to a point; thence southwardly and parallel with Bingham Street a distance of 184.4 feet to a point; thence westwardly along the north line of Ogden Avenue a distance of 112.5 feet to the point of beginning.

0 N. Bingham, Memphis, Tennessee 38112-Tax Parcel ID No.: 052-051-00032C

Part of the W. O. Crump's 4.28 acres of Lots 1 and 2, Phillips and White Subdivision in Memphis, Tennessee, and more particularly described by metes and bounds as follows:

Tract I:

Beginning at a point in the east line of Bingham Street a distance of 169.37 feet southwardly as measured along the east line of Bingham Street from its point of intersection with the present south line of Jackson Avenue; thence southwardly along the east line of Bingham Street a distance of 76.8 feet to a point; thence eastwardly making an angle of 79 degrees 15 minutes in the northeast quadrant a distance of 122.4 feet to a point; thence northwardly making an angle of 87 degrees 57 minutes in the northwest quadrant a distance of 73.47 feet to a point; thence westwardly a distance of 105.5 feet to the point of beginning.

Tract II:

Beginning at a point in the east line of Bingham Street a distance of 246.17 feet southwardly as measured along the east line of Bingham Street from its point of intersection with the present south line of Jackson Avenue; thence southwardly along the east line of Bingham Street a distance of 180.2 feet to a point in the north line of University Heights Subdivision; thence eastwardly along the north line of the University Heights Subdivision a distance of 473.62 feet to a point; thence northwardly making an angle in the northwest quadrant 90 degrees, 17 minutes a distance of 181 feet to a point; thence westwardly a distance of 442.4 feet to a point of beginning.

All being part of the same property as conveyed to the party of the first part by Quit Claim Deed of record at Instrument Number 21134548 in the Register's Office, Shelby County, Tennessee.

**SECTION 2:**

**THAT**, the Zoning Administrator of the Division of Planning and Development be, and is hereby directed to make the necessary changes in the Official Use District Maps to conform to the changes herein made; that all official maps and records of the Memphis and Shelby County Land Use Control Board and the City of Memphis be, and they hereby are, amended and changed so as to show the aforementioned amendment of the said Zoning Ordinance.

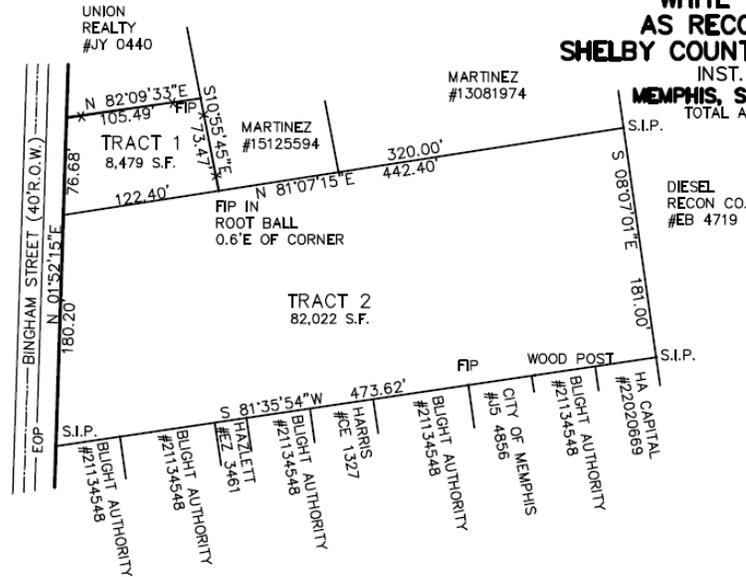
**SECTION 3:**

**THAT**, this ordinance take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law.

**ATTEST:**

**CC: Division of Planning and Development  
– Land Use and Development Services  
– Office of Construction Enforcement  
Shelby County Assessor**

**LOT SURVEY  
TRACT 1 AND TRACT 2 OF  
PART OF W.O. CRUMP'S 4.28 ACRES  
OF LOTS 1 AND 2, PHILLIPS AND  
WHITE SUBDIVISION  
AS RECORDED AT THE  
SHELBY COUNTY REGISTER'S OFFICE**  
INST. #AW 5946  
**MEMPHIS, SHELBY COUNTY, TN**  
TOTAL AREA= 2.07 ACRES



**LEGEND**  
FIP - FOUND IRON PIN  
SIP - SET IRON PIN  
EOP - EDGE OF PAVEMENT  
**NOTE: THERE ARE VISIBLE  
AND NON-VISIBLE UTILITIES  
ALONG BINGHAM ROAD.  
OTHER UTILITIES MAY BE  
LOCATED ON THE PROPERTY**

NOTE: THIS FIRM DOES NOT PERFORM TITLE SEARCHES.

I HEREBY CERTIFY THAT THIS IS A CATEGORY II SURVEY AND THE ERROR OF POSITIONAL ACCURACY DOES NOT EXCEED 1/10 OF A FOOT AT ANY PROPERTY CORNER SHOWN HEREON, AND THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR THE STATE OF TENNESSEE.

THIS SURVEY HAS BEEN MADE USING THE LATEST RECORDED DEED TO THAT PROPERTY AND SHOWS ANY OTHER PERTINENT INFORMATION SUCH AS EASEMENTS, JOINT DRIVEWAYS, ETC. OF WHICH I HAVE BEEN ADVISED BY THE TITLE ATTORNEY.

THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD MAP #47157C0290 F DATED NOVEMBER 28, 2007.

0 50 100  
DATE: 5/11/22  
SCALE: 1"=100'

PREPARED FOR:  
BRANDI JONES  
  
PREPARED BY:  
THE BRAY FIRM/  
SULLIVAN SURVEYING  
2950 STAGE PLAZA N.  
BARTLETT, TN 38134  
(901) 383-8668

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, October 13, 2022**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** Z 22-06

**LOCATION:** East side of North Bingham, south of Jackson Avenue

**COUNCIL DISTRICT(S):** District 5, Super District 9 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Harish Yakkala

**REPRESENTATIVE:** Harish Yakkala

**REQUEST:** Rezoning of +/-2.1 acres from Employment (EMP) to Residential Urban – 3 (RU-3)

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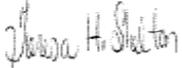
**The following spoke in support of the application:** None

**The following spoke in opposition of the application:** None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval of the application.

**The motion passed by a unanimous vote of 9-0 on the consent agenda.**

Respectfully,

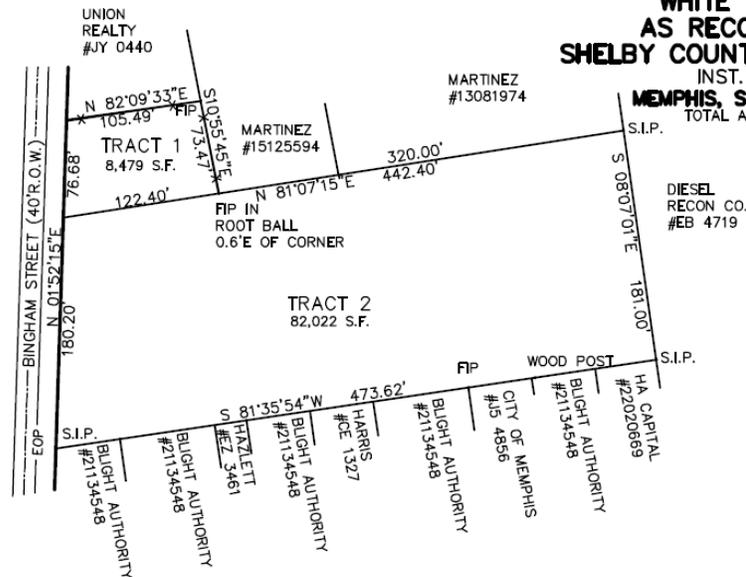


Teresa H. Shelton  
Municipal Planner  
Land Use and Development Services  
Division of Planning and Development

Cc: Committee Members  
File

**LOT SURVEY  
TRACT 1 AND TRACT 2 OF  
PART OF W.O. CRUMP'S 4.28 ACRES  
OF LOTS 1 AND 2, PHILLIPS AND  
WHITE SUBDIVISION  
AS RECORDED AT THE  
SHELBY COUNTY REGISTER'S OFFICE**

INST. #AW 5946  
**MEMPHIS, SHELBY COUNTY, TN**  
TOTAL AREA= 2.07 ACRES



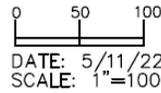
**LEGEND**  
FIP - FOUND IRON PIN  
SIP - SET IRON PIN  
EOP - EDGE OF PAVEMENT  
  
NOTE: THERE ARE VISIBLE AND NON-VISIBLE UTILITIES ALONG BINGHAM ROAD. OTHER UTILITIES MAY BE LOCATED ON THE PROPERTY

NOTE: THIS FIRM DOES NOT PERFORM TITLE SEARCHES.

I HEREBY CERTIFY THAT THIS IS A CATEGORY II SURVEY AND THE ERROR OF POSITIONAL ACCURACY DOES NOT EXCEED 1/10 OF A FOOT AT ANY PROPERTY CORNER SHOWN HEREON, AND THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR THE STATE OF TENNESSEE.

THIS SURVEY HAS BEEN MADE USING THE LATEST RECORDED DEED TO THAT PROPERTY AND SHOWS ANY OTHER PERTINENT INFORMATION SUCH AS EASEMENTS, JOINT DRIVEWAYS, ETC. OF WHICH I HAVE BEEN ADVISED BY THE TITLE ATTORNEY.

THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD MAP #47157C0290 F DATED NOVEMBER 28, 2007.



PREPARED FOR:  
BRANDI JONES

PREPARED BY:  
THE BRAY FIRM/  
SULLIVAN SURVEYING  
2950 STAGE PLAZA N.  
BARTLETT, TN 38134  
(901) 383-8668



AGENDA ITEM: 5

**CASE NUMBER:** Z 2022-06 **L.U.C.B. MEETING:** October 13, 2022

**LOCATION:** 0 N Bingham St.

**COUNCIL DISTRICT:** District 5 and Super District 9 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Harish Yakkala

**REPRESENTATIVE:** Harish Yakkala

**REQUEST:** Rezoning of +/- 2.1 acres from Employment (EMP) to Residential Urban - 3 (RU-3) on the east side of North Bingham, south of Jackson Ave.

**AREA:** +/-2.1 acres

**EXISTING ZONING:** Employment (EMP)

## CONCLUSIONS

1. The applicant is requesting a rezoning of +/- 2.1 acres from Employment (EMP) to Residential Urban - 3 (RU-3) on the east side of North Bingham, south of Jackson Ave.
2. The purpose of this request is to develop a 40-unit multifamily housing apartment complex on this lot.
3. This requested use is not compatible with the future land use description/intent, form & location characteristics and zoning notes as the proposed use is residential rather than industrial. However, the existing, adjacent land uses on the north, west and south side of the parcel are residential, and the proposed use is **consistent** with these uses.
4. The subject property is vacant at this time.

## CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 10-12 of this report.

## RECOMMENDATION

*Approval*

**GENERAL INFORMATION**

**Street Frontage:** North Bingham Street +/-253.0 curvilinear feet  
**Zoning Atlas Page:** 1935  
**Parcel ID:** 052051 00032C  
**Existing Zoning:** Employment (EMP)  
**Requested Zoning:** Residential Urban -3 (RU-3)

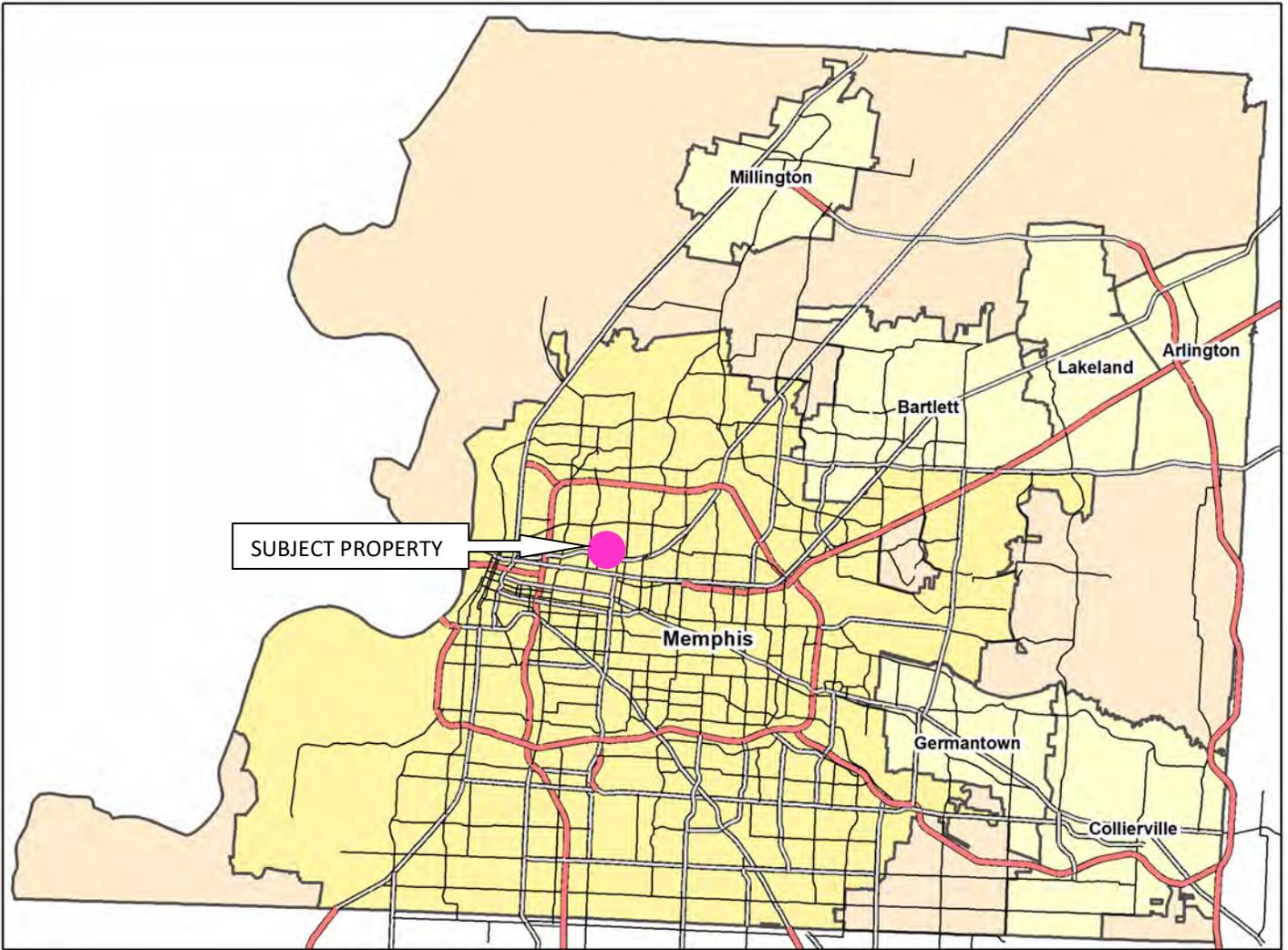
**NEIGHBORHOOD MEETING**

The meeting was held at 6:30 PM on Wednesday, August 24, 2022, at Taco Loco located at 3964 Jackson Ave. (See page 17 of this report)

**PUBLIC NOTICE**

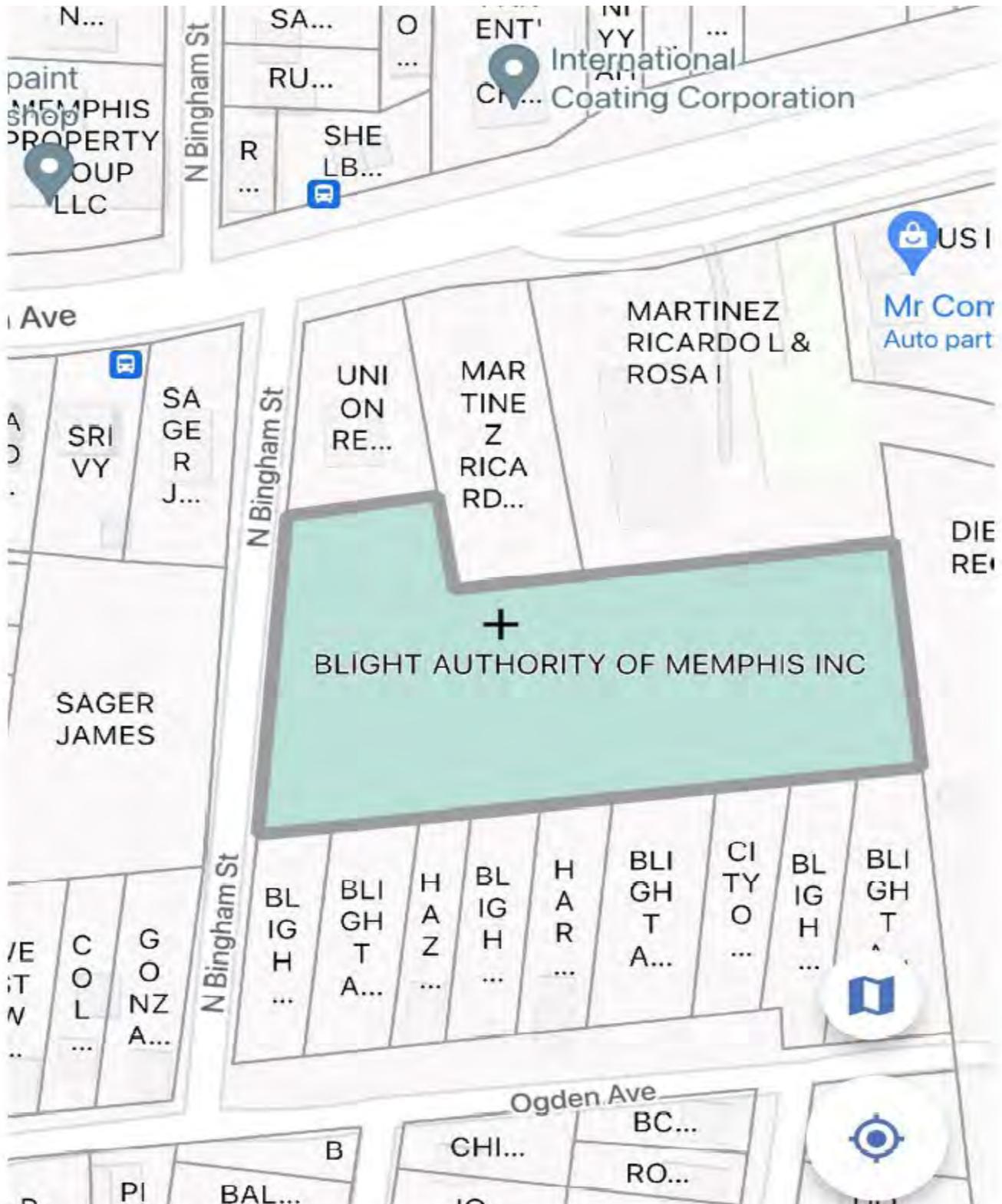
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 104 notices were mailed on August 25, 2022, and a total of 1 sign posted at the subject property. The sign affidavit has been added to this report. (See page 16 of this report)

**LOCATION MAP**



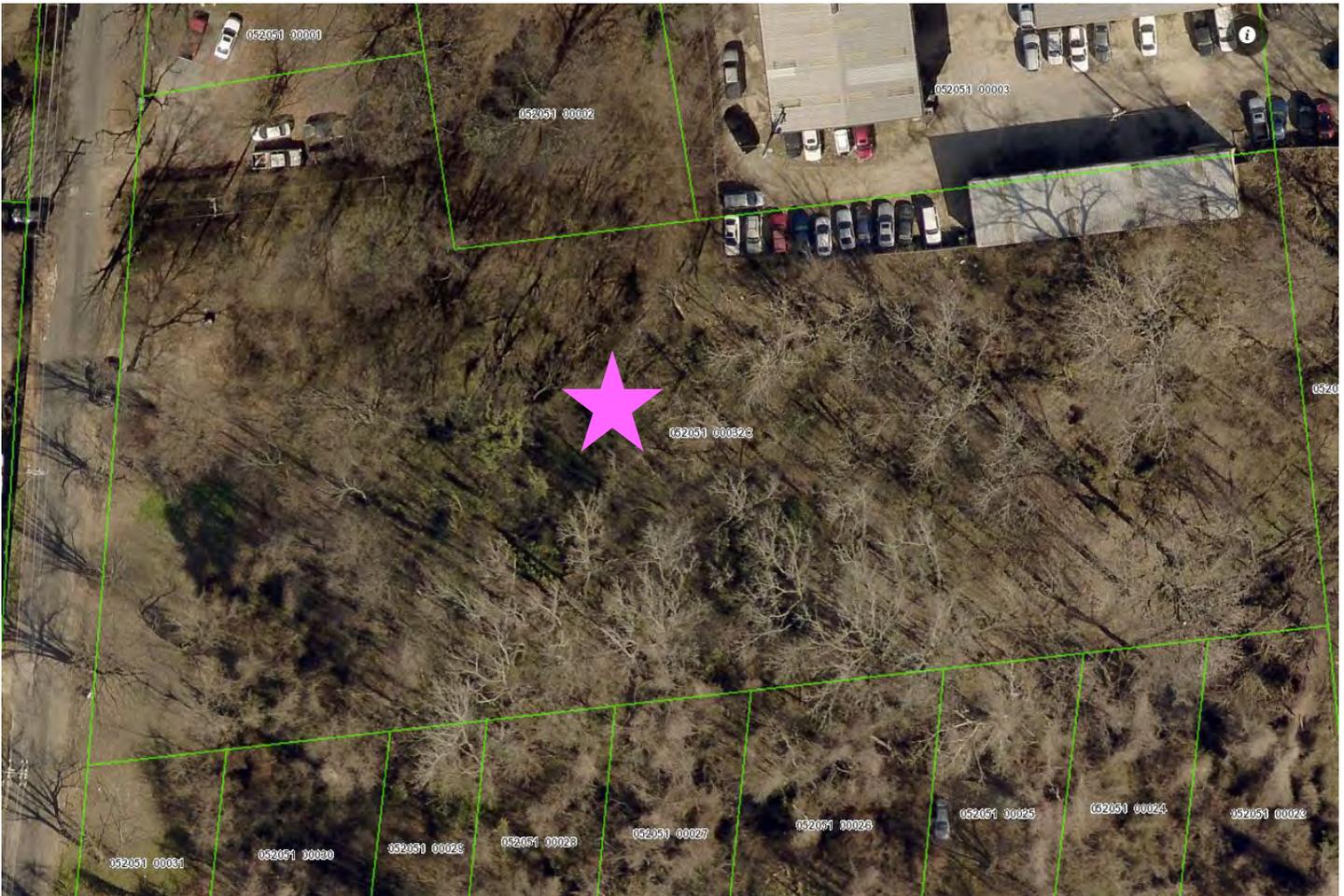
Subject property located within the pink circle

VICINITY MAP



Subject property highlighted in sea green

**AERIAL**



Subject property indicated by a pink star

**ZONING MAP**



Subject property indicated by a pink star

**Existing Zoning:** Employment (EMP)

**Surrounding Zoning**

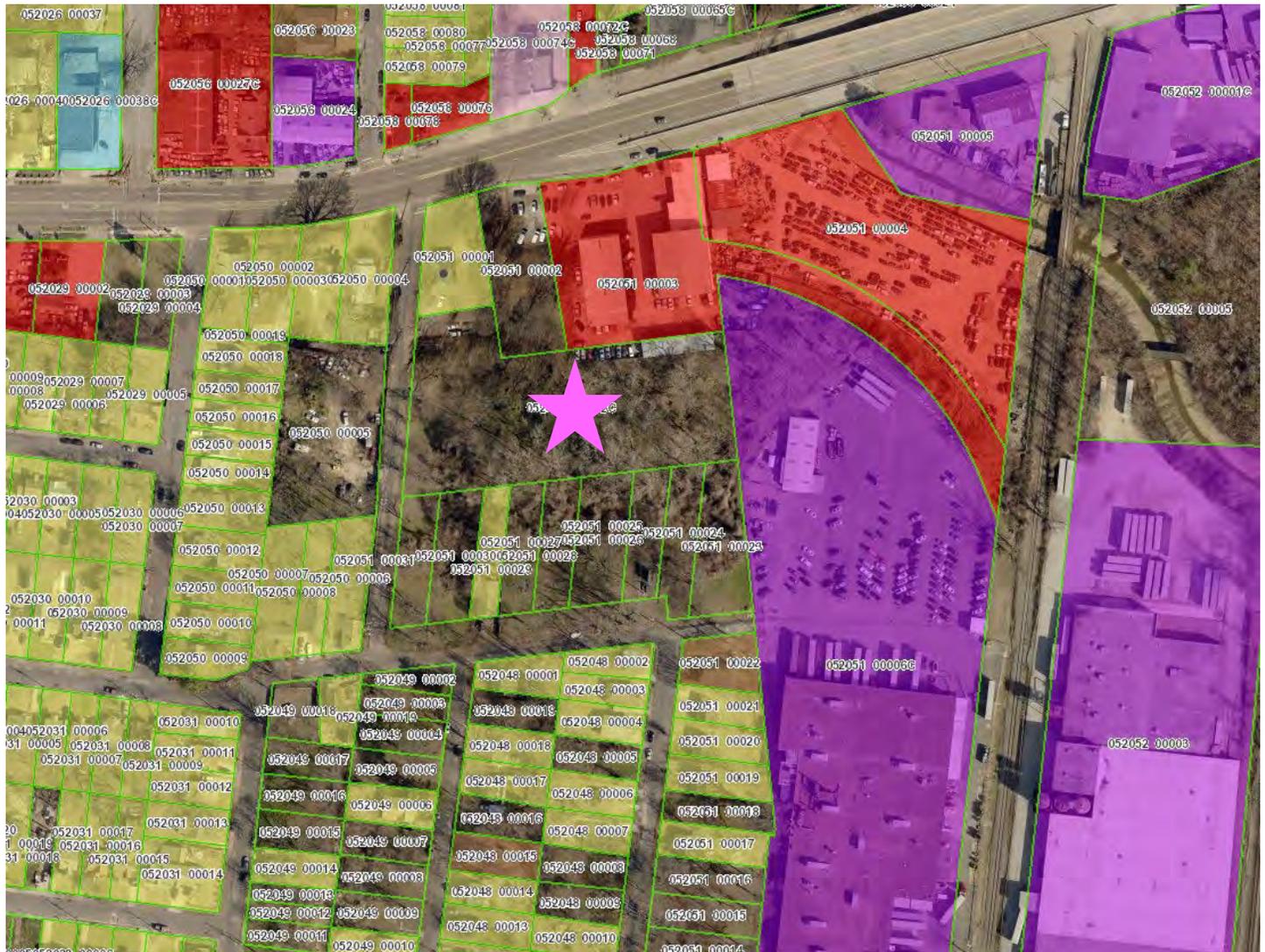
**North:** RU-1

**East:** EMP

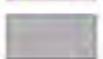
**South:** RU-1

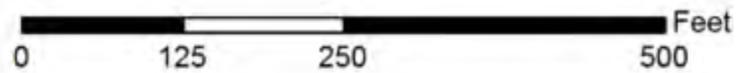
**West:** RU-1

**LAND USE MAP**



**LandUse**

- |                                                                                                               |                                                                                                |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
|  SINGLE-FAMILY             |  OFFICE     |
|  MULTI-FAMILY              |  INDUSTRIAL |
|  INSTITUTIONAL             |  PARKING    |
|  COMMERCIAL                |  VACANT     |
|  RECREATIONAL / OPEN SPACE |                                                                                                |



Subject property indicated by pink star

**SITE PHOTOS**



View of subject property from N Bingham looking northeast



View of subject property from N Bingham looking north

## STAFF ANALYSIS

### Request

The application and letter of intent have been added to this report.

The request is to rezone +/- 2.1 acres from Employment (EMP) to Residential Urban - 3 (RU-3) on the east side of North Bingham, south of Jackson Ave.

### Review Criteria

Staff agrees the review criteria as set out in Sub-Section 9.5.7B of the Unified Development Code are met.

#### *9.5.7B Review Criteria*

*In making recommendations, the Land Use Control Board shall consider the following matters:*

- 9.5.7B(1) Consistency with any plans to be considered (see Chapter 1.9);*
- 9.5.7B(2) Compatibility with the present zoning (including any residential corridor overlay district) and conforming uses of nearby property and with the character of the neighborhood;*
- 9.5.7B(3) Suitability of the subject property for uses permitted by the current versus the proposed district;*
- 9.5.7B(4) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City or County; and*
- 9.5.7B(5) The availability of adequate police services, fire services, school, road, park, wastewater treatment, water supply and stormwater drainage facilities for the proposed zoning.*

## Comprehensive Planning Review of Memphis 3.0 Consistency

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: LUCB Z 22-06: Hyde Park

Site Address/Location: 0 N Bingham Street (Parcel ID: 052051 00032C)

Overlay District/Historic District/Flood Zone: Not in an Overlay District, Historic District, or Flood Zone

Future Land Use Designation: Industrial Flex (IF)

Street Type:

*The applicant is seeking a rezone a parcel from EMP to RU-3, with the intention of constructing a 40-unit multifamily housing apartment on the lot.*

The following information about the land use designation can be found on pages 76 – 122:

### 1. Future Land Use Planning Map



Red polygon indicates the application site on the Future Land Use Map.

## 2. Land Use Description/Intent

Lower intensity industrial areas with a mix of uses and building scales that are generally compatible with nearby neighborhoods. Graphic portrayal of IF is to the right.



### “IF” Form & Location Characteristics

Industrial with some commercial and service uses 1-6 stories

### “IF” Zoning Notes

Generally compatible with the following zone districts: EMP, IH in accordance with Form and characteristics listed below. Consult zoning map and applicable overlays for current and effective regulations. May consider establishing Industrial mixed-use zones or CMU-zones that can accommodate compatible production-oriented facilities related to neighborhoods, using EMP more specifically to certain kinds of development (at the time of a small area plan).

### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Vacant, EMP

Adjacent Land Use and Zoning: Single-Family, Multi-Family, Industrial and Commercial; EMP, CMU-3 and RU-1

**Overall Compatibility:** *This requested use is not compatible with the future land use description/intent, form & location characteristics and zoning notes as the proposed use is residential rather than industrial. However, the existing, adjacent land uses on the north, west and south side of the parcel are residential, and the proposed use is consistent with these uses.*

## 3. Degree of Change Map



Red polygon denotes the proposed site on the Degree of Change Map. There is no Degree of Change.

## 4. Degree of Change Description

N/A

## 5. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities

*The requested use is consistent with Objective 1.3 – Develop strategies that reduce blight and vacancy, Action 1.3.8 – Outside of anchor neighborhoods, consider transitional land uses for vacant properties following the Vacant Lot Activation Toolkit; The proposed use would serve as a transition between the lighter industrial uses to the east of the property and the single-family neighborhood to the south and west of the property by utilizing vacant land and reducing blight.*

## 6. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations

N/A

### Consistency Analysis Summary

*The applicant is seeking to rezone a parcel from EMP to RU-3 with the intention of constructing a 40-unit multifamily housing apartment on the lot.*

*This requested use is not compatible with the future land use description/intent, form & location characteristics and zoning notes as the proposed use is residential rather than industrial. However, the existing, adjacent land uses on the north, west and south side of the parcel are residential, and the proposed use is consistent with these uses.*

*The requested use is consistent with Memphis 3.0 Goal 1.3 – Develop strategies that reduce blight and vacancy. Action 1.3.8 – Outside of anchor neighborhoods, consider transitional land uses for vacant properties following the Vacant Lot Activation Toolkit as the proposed use would serve as a transition between the lighter industrial uses to the east of the property and the single-family neighborhood to the south and west of the property by utilizing vacant land and reducing blight.*

**Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.**

Summary Compiled by: Brian Mykulyn, Comprehensive Planning.

### Conclusions

The applicant is requesting a rezoning of +/- 2.1 acres from Employment (EMP) to Residential Urban - 3 (RU-3) on the east side of North Bingham, south of Jackson Ave.

The purpose of this request is to develop a 40-unit multifamily housing apartment complex on this lot.

This requested use is not compatible with the future land use description/intent, form & location characteristics and zoning notes as the proposed use is residential rather than industrial. However, the existing, adjacent land uses on the north, west and south side of the parcel are residential, and the proposed use is **consistent** with these uses.

The subject property is vacant at this time.

### RECOMMENDATION

Staff recommends approval.

**DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

**City/County Engineer:** DATE: **9/1/2022**

**CASE: Z-22-06** NAME: **Hyde Park: EMP to RU-3**

**Sewers:**

1. The availability of City sanitary sewer is currently unknown. Once the developer has submitted proposed sewer discharge rates to the City's Sewer Design Dept, a determination can be made as to available sewer capacity.
2. If sewer services are approved for this development, all sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.

**City/County Fire Division:** No comments received.

**City Real Estate:** No comments received.

**City/County Health Department:** No comments received.

**Shelby County Schools:** No comments received.

**Construction Code Enforcement:** No comments received.

**Memphis Light, Gas and Water:** No comments received.

**Office of Sustainability and Resilience:** No comments received.

**Office of Comprehensive Planning:** SEE PAGES 10-12

APPLICATION



*Memphis and Shelby County*  
*Office of Planning and Development*  
CITY HALL 125 NORTH MAIN STREET-SUITE 468 MEMPHIS, TENNESSEE 38103-2084 (901) 576-6601

APPLICATION FOR REZONING APPROVAL

Date: 07/08/2022

Case #: \_\_\_\_\_

PLEASE TYPE OR PRINT

Property Owner of Record: HARISH YAKKALA Phone #: 9014579812

Mailing Address: 875 W POPLAR AVE STE 23-232 City/State: COLLIERVILLE, TN Zip 38017

Property Owner E-Mail Address: HARISH@SRIVY.COM

Applicant: HARISH YAKKALA Phone # 9014579812

Mailing Address: 875 W POPLAR AVE STE 23-232 City/State: \_\_\_\_\_ Zip \_\_\_\_\_

Applicant E- Mail Address: HARISH@SRIVY.COM

Representative: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip \_\_\_\_\_

Representative E-Mail Address: \_\_\_\_\_

Engineer/Surveyor: \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip \_\_\_\_\_

Engineer/Surveyor E-Mail Address: \_\_\_\_\_

Street Address Location: PARCEL ID 052051 00032C (0 N BINGHAM ST - PARCEL SOUTH OF 2601 JACKSON AVE)

Distance to nearest intersecting street: < 0.05 MILES (200 FEET)

	Parcel 1	Parcel 2	Parcel 3
Area in Acres:	2.1 ACRES	_____	_____
Existing Zoning:	COMMERCIAL	_____	_____
Existing Use of Property	VACANT LAND	_____	_____
Requested Use of Property	MULTI FAMILY	_____	_____
Requested Zoning	RU3	_____	_____

Pre-Application Conference held on: \_\_\_\_\_ with \_\_\_\_\_

Neighborhood Meeting Requirement Met: Yes  or Not Yet  or Not Required (see below)   
(If yes, documentation must be included with application materials)

I (we) hereby make application for the rezoning classification described above and on the accompanying materials. I (we) accept responsibility for any errors or omissions which may result in the postponement of the application being reviewed by the Memphis & Shelby County Land Use Control Board at the next available hearing date. I (We), owner(s) of the above described property hereby authorize the filing of this application and the above named persons to act on my behalf.

Harish  
Property Owner of Record  
7/8/2022  
Date

Harish  
Applicant  
7/8/2022  
Date

LETTER OF INTENT



July 8<sup>th</sup>, 2022

To:  
Land Use Control Board, Memphis and Shelby County  
Division of Planning and Development, Memphis and Shelby County

From: Harish Yakkala

Re: Letter of Intent – North Bingham Street Rezoning – Parcel 05205100032C

Harish Yakkala (Owner of SRIVY General Partnership) is requesting for an rezoning and subdividing Parcel 05205100032C located on North Bingham Street, South of Jackson Ave, North of Ogden Avenue. Proposal is to rezone it to allow multifamily construction (40 Units). I also recently purchase four additional lots on Ogden Avenue (Parcels - 052051 00031, 052051 00030, 052051 00028, 052051 00026) which are currently zoned residential and planning in progress to build single family homes. I am attaching the zoning application, recorded deed, conceptual multifamily plan, floor plan and elevations.

I kindly request the boards approval for this Project.

Truly,

A handwritten signature in black ink that reads "Harish Yakkala".

07/08/2022

Harish Yakkala

Date

**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I, HARISH YAKKALA, being duly sworn, depose and say that at 5:30 am/pm on the 6<sup>th</sup> day of September, 2022, I posted 1 Public Notice Sign(s) pertaining to Case No. E-2022-006 at Panel-05205100032C (N Bingham St) providing notice of a Public Hearing before the (check one):

Land Use Control Board  
 Board of Adjustment  
 Memphis City Council  
 Shelby County Board of Commissioners

for consideration of a proposed land use action, a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

HARISH YAKKALA Harish 9/7/2022  
Owner, Applicant or Representative Date

Subscribed and sworn to before me this 7<sup>th</sup> day of September, 2022.

Janet McIlvain  
Notary Public  
My Comm. Exp. May 8, 2023

My commission expires: \_\_\_\_\_



## **NEIGHBORHOOD MEETING MINUTES**

Meeting minutes from Neighborhood Meeting - held at 3964 Jackson Ave at 6:30 PM on 8/24/2022

- Sherly Hazlett - Owner of 2614 Ogden Ave - sent in her representative Brian (son), he inquired about the project and wanted to know the price range for rents and told him it will be around \$900 and explained to him our tenant screening process. He was happy and supportive of the project.
- Lucille Alexander - Owner of 755 N Bingham St - She is the neighborhood watch president and was at the meeting personally. She inquired if we are willing to do something to the community/neighborhood as we have the four lots adjacent to the subject property. Told her that we are open to donating one of the lots to the city, if the city is willing to make that as a small play area or a small park. She wanted to see if I will give this in writing, and told her that I will first run this by you and go from there. Not sure, if the City would take on a project like that or not.
- Cimone Beal - Owner of 778 Los Angeles - she and her sister (who owned a lot on Los Angeles Street - don't have the address) were at the meeting ahead of time and I handed them the project notes. They were interested to know what's happening in the neighborhood etc. and were happy with the project.

### **Neighbors Contacted prior to the meeting**

- James Sager - Owner of 2589 Jackson Ave - James called me after he got the letter about the project that you mailed out and he inquired about the project. He lived here for 40 years and was not in favor of apartments and I explained to him that this apartment will only enhance the value of the neighborhood and not deteriorate it. After the phone call, I met him personally, when I was visiting the property on 8/20/2022 - we had a great conversation and agreed that we as good neighbors will be working in the best of interest of him and the neighborhood in general. He did say he cannot attend the meeting, but we discussed all aspects ahead of time.
- Magaly Cruz - cruzmagaly96@gmail.com - she contacted by email and not sure, what lot she's representing or owner of and I couldn't get the address - she requested me to share the plans and rezoning application and I shared it by email. She asked what the price range for each apartment will be and I told her it will be around \$900. She wanted to get updates as we progressed with the project and I corresponded with her that I will be sharing updates periodically.

**LETTERS RECEIVED**

No letters received at the time of completion of this report.



**MEMPHIS AND  
SHELBY COUNTY** **DIVISION OF PLANNING  
AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

October 14, 2022

Harish Yakkala  
875 W. Poplar Ave., Ste. 23-232  
Collierville, TN 38017

Sent via electronic mail to: [harish@srivy.com](mailto:harish@srivy.com)

Case Number: Z 22-06  
LUCB Recommendation: Approval

Dear applicant,

On Thursday, October 13, 2022, the Memphis and Shelby County Land Use Control Board recommended **approval** of your rezoning application of 2.1 acres located on the east side of North Bingham, south of Jackson Avenue to be included in the Residential Urban – 3 (RU-3) Zoning District.

This application will be forwarded, for final action, to the Council of the City of Memphis. Ordinances appear on three consecutive Council Agendas with the third one being the Public Hearing. The Council will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

It is the applicant's responsibility to contact the City Council Records Office to determine when the application is scheduled to be heard at committee and in public session. The City Council Records Office may be reached at (901) 636-6792.

If for some reason you choose to withdraw your application, a letter should be mailed to the Land Use and Development Services Department of the Division of Planning and Development at the address provided above or emailed to the address provided below.

If you have questions regarding this matter, please feel free to contact me at (901) 636-6619 or via email at [teresa.shelton@memphistn.gov](mailto:teresa.shelton@memphistn.gov).

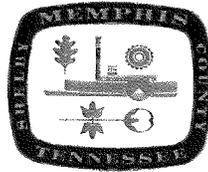
Respectfully,



Teresa H. Shelton  
Municipal Planner  
Land Use and Development Services  
Division of Planning and Development

**Letter to Applicant**  
**Z 22-06**

Cc: Harish Yakkala  
File



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A Resolution requesting City Council approval for the acceptance and expenditure of \$50,000 from PetSmart Charities for MAS to fund intake prevention through MAS's Pet Resource Center.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Memphis Animal Services

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

NO

**4. State whether this will impact specific council districts or super districts.**

MAS's Pet Resource Center services are free and available to all Memphis residents in need regardless of council district.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

PetSmart Charities does not require a grant contract or agreement be signed for this grant.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

No City funds are required. Funds will be provided by the PetSmart Charities grant.

**7. If applicable, please list the MWBE goal and any additional information needed**

n/a



A Resolution to accept grant funds in the amount of Fifty Thousand Dollars (\$50,000) from PetSmart Charities.

**WHEREAS**, the City of Memphis has been informed by PetSmart Charities of its selection as a grantee organization to receive grant funds for keeping pets with families; and

**WHEREAS**, Memphis Animal Services desires to keep pets with families and avoid shelter intake when possible and appropriate; and

**WHEREAS**, it is necessary to accept the grant funding and amend the FY 2023 Operating Budget to establish funds for the intake prevention grant; and

**WHEREAS**, it is necessary to allocate and appropriate the FY 2023 grant funds in the amount of Fifty Thousand Dollars (\$50,000) for intake prevention.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the grant funds for intake prevention in the amount of Fifty Thousand Dollars (\$50,000) from PetSmart Charities be accepted by the City of Memphis.

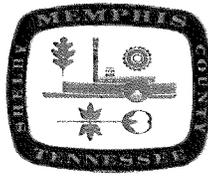
**BE IT FURTHER RESOLVED**, that the Fiscal Year 2023 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the PetSmart Charities grant in the amount of Fifty Thousand Dollars (\$50,000) as follows:

Revenue

PetSmart Charities	\$50,000.00
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Expenditures

Payments to Subgrantees	\$50,000.00
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## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A Resolution requesting City Council approval for the acceptance and expenditure of \$10,000 from Best Friends Animal Society for MAS to fund foster recruitment.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Memphis Animal Services

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

NO

**4. State whether this will impact specific council districts or super districts.**

Residents of all city council districts are eligible.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

Best Friends Animal Society does not require a grant contract or agreement be signed for this grant.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

No City funds are required. Funds will be provided by the Best Friends Animal Society grant.

**7. If applicable, please list the MWBE goal and any additional information needed**

n/a



A Resolution to accept grant funds in the amount of Ten Thousand Dollars (\$10,000) from Best Friends Animal Society.

**WHEREAS**, the City of Memphis has been informed by Best Friends Animal Society of its selection as a grantee organization to receive grant funds for foster recruitment; and

**WHEREAS**, Memphis Animal Services desires to recruit first-time and lapsed dog foster parents; and

**WHEREAS**, it is necessary to accept the grant funding and amend the FY 2023 Operating Budget to establish funds for the foster recruitment grant; and

**WHEREAS**, it is necessary to allocate and appropriate the FY 2023 grant funds in the amount of Ten Thousand Dollars (\$10,000) for foster recruitment.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the grant funds for lifesaving programming in the amount of Ten Thousand Dollars (\$10,000) from Best Friends Animal Society be accepted by the City of Memphis.

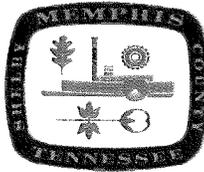
**BE IT FURTHER RESOLVED**, that the Fiscal Year 2023 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Best Friends Animal Society grant in the amount of Ten Thousand Dollars (\$10,000) as follows:

Revenue

Best Friends Animal Society	\$10,000.00
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Expenditures

Payments to Subgrantees	\$10,000.00
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## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A Resolution requesting City Council approval for the acceptance and expenditure of \$750 from Petfinder Foundation for MAS to fund Dog Foster Field Trips.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Memphis Animal Services

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

NO

**4. State whether this will impact specific council districts or super districts.**

Residents of all city council districts are eligible and encouraged to participate in Dog Foster Field Trips.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

Petfinder Foundation does not require a grant contract or agreement be signed for this grant.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

No City funds are required. Funds will be provided by Petfinder Foundation grant.

**7. If applicable, please list the MWBE goal and any additional information needed**

n/a



A Resolution to accept grant funds in the amount of Seven Hundred and Fifty Dollars (\$750) from Petfinder Foundation.

**WHEREAS**, the City of Memphis has been informed by Petfinder Foundation of its selection as a grantee organization to receive grant funds for Dog Field Trips; and

**WHEREAS**, Memphis Animal Services desires to purchase Dog Field Trip supplies; and

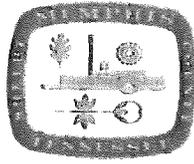
**WHEREAS**, it is necessary to accept the grant funding and amend the FY 2023 Operating Budget to establish funds for the Dog Field Trips grant; and

**WHEREAS**, it is necessary to allocate and appropriate the FY 2023 grant funds in the amount of Seven Hundred and Fifty Dollars (\$750) for Dog Field Trips.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the grant funds for Dog Field Trips in the amount of Seven Hundred and Fifty (\$750) from Petfinder Foundation be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2023 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Petfinder Foundation grant in the amount of Seven Hundred and Fifty Dollars (\$750) as follows:

<u>Revenue</u>	
Petfinder Foundation	\$750.00
<u>Expenditures</u>	
Payments to Subgrantees	\$750.00



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution to accept supplemental grant funding in the amount of One Hundred Eighty-One Thousand Three Hundred Fifty Dollars (\$181,350) from the the US Department of Homeland Security.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Memphis Fire Services is the initiating party.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

There is no change to an existing ordinance or resolution.

**4. State whether this will impact specific council districts or super districts.**

All council districts and super district.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

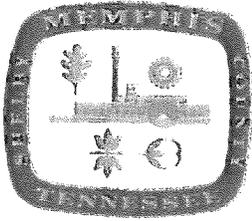
This request will not require a new contract.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

This project requires an expenditure of funds and a budget adjustment.

**7. If applicable, please list the MWBE goal and any additional information needed**

There is no MWBE goal.



## Resolution – Fire Services

**A resolution to accept supplemental grant funding in the amount of One Hundred Eighty-One Thousand Three Hundred Fifty Dollars (\$181,350) from the US Department of Homeland Security for the annual sustainment of Tennessee Task Force One.**

**WHEREAS**, the City of Memphis Division of Fire Services has received supplemental grant funds in the amount of One Hundred Eighty-One Thousand Three Hundred Fifty Dollars (\$181,350) from the US Department of Homeland Security-FEMA; and

**WHEREAS**, these supplemental funds will be used for the annual sustainment of the Tennessee Task Force One, and

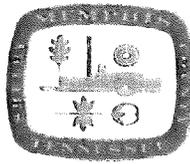
**WHEREAS**, it is necessary to accept the supplemental grant funding and amend the Fiscal Year 2023 Misc Grant Budget to establish funds for the Urban Search & Rescue Grant; and

**WHEREAS**, it is necessary to appropriate the supplemental grant funds in the amount of One Hundred Eighty-One Thousand Three Hundred Fifty Dollars (\$181,350) for the Urban Search & Rescue Grant; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis that the Urban Search & Rescue Grant supplemental funds in the amount of One Hundred Eighty-One Thousand Three Hundred Fifty Dollars (\$181,350) be accepted the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2023 Misc Grant Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search & Rescue Grant supplemental funds in the amount of One Hundred Eighty-One Thousand Three Hundred Fifty Dollars (\$181,350) as follows:

<u>Revenue</u>	
FEMA	\$181,350
<u>Expense</u>	
Equipment	\$181,350



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution to accept and appropriate grant funding from the Department of Homeland Security - FEMA for Tennessee Task Force One Readiness Cooperative Agreement in the amount of \$1,211,650.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Fire Services is the initiating party.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

There is no change to an existing ordinance or resolution.

**4. State whether this will impact specific council districts or super districts.**

This will impact all council and super districts.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

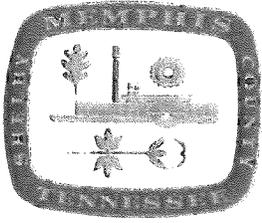
This will not require a new contract or an amendment to an existing contract.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

This requires a budget adjustment and expenditure of grant funds.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A



**A resolution to accept grant funding in the amount of One Million Two Hundred Eleven Thousand Six Hundred Fifty Dollars (\$1,211,650) from the US Department of Homeland Security .**

**WHEREAS**, The City of Memphis Division of Fire Services has received grant funds in the amount of One Million Two Hundred Eleven Thousand Six Hundred Fifty Dollars (\$1,211,650) from the US Department of Homeland Security - FEMA; and

**WHEREAS**, These funds will be used for annual sustainment of Tennessee Task Force One; and

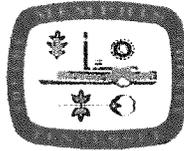
**WHEREAS**, It is necessary to accept the grant funding and amend the Fiscal Year 2023 Misc Grant Fund 0205 budget to establish funds for the Urban Search & Rescue grant; and

**WHEREAS**, It is necessary to appropriate the grant fund in the amount of One Million Two Hundred Eleven Thousand Six Hundred Fifty Dollars (\$1,211,650) for the Urban Search & Rescue grant; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Urban Search & Rescue grant funds in the amount of One Million Two Hundred Eleven Thousand Six Hundred Fifty Dollars (\$1,211,650) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2023 Misc Grant Fund 0205 budget be and is hereby amended by appropriating the Expenditures and Revenues for the Urban Search & Rescue grant in the amount of One Million Two Hundred Eleven Thousand Six Hundred Fifty Dollars (\$1,211,650) as follows:

<b>Revenue</b>	
<b>Federal Grants</b>	<b>\$1,211,650</b>
<b>Expenses</b>	
<b>Administration</b>	<b>\$ 647,167</b>
<b>Training</b>	<b>\$ 128,810</b>
<b>Equipment</b>	<b>\$ 161,402</b>
<b>Storage</b>	<b>\$ 274,271</b>



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This is a resolution to accept grant funds from the U.S. Department of Homeland Security in the amount of Three Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars (\$398,250.00) to provide for Equipment.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

The City of Memphis Division of Police Services is awarded this grant from the U.S. Department of Homeland Security.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This item does not change an existing ordinance or resolution.

**4. State whether this will impact specific council districts or super districts.**

All Districts

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

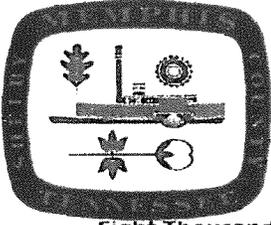
This is a new grant award pending Council approval.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

Acceptance will require an amendment to the FY 2023 Operating Budget to appropriate the funds.

**7. If applicable, please list the MWBE goal and any additional information needed**

Not Applicable.



**A Resolution to accept grant funds in the amount of Three Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars (\$398,250.00) from Federal FY2022 Port Security Grant Program (PSGP) through the U.S. Department of Homeland Security.**

**WHEREAS**, The City of Memphis, Division of Police Services has been awarded grant funds in the amount of Three Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars (\$398,250.00) from the U. S. Department of Homeland Security; and

**WHEREAS**, these funds will be used for equipment purchases: video surveillance equipment, frontline operations van, and UAV detection equipment; and

**WHEREAS**, it is necessary to accept the grant funding and amend the FY23 Operating Budget to establish funds for the Federal FY 2022 Port Security Grant Program (PSGP); and

**WHEREAS**, it is necessary to allocate and Three Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars (\$398,250.00) for the U. S. Department of Homeland Security grant project – Federal FY2022 Port Security Grant Program (PSGP);

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Federal U.S. Department of Homeland Security Grant Program – Port Security Grant Program (PSGP) grant funds in the amount of Three Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars (\$398,250.00) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2023 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Federal FY2022 U. S. Department of Homeland Security grant project – Federal FY20 Port Security Grant Program (PSGP) in the amount of Three Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars (\$398,250.00) as follows:

**REVENUE**

U.S. Department of Homeland Security	\$398,250.00
Total	\$398,250.00

**EXPENDITURES**

Equipment	\$398,250.00
Total	\$398,250.00

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 15 to Contract No. 10765, Private Label Service Agreement with Utility Consumer Analytics, Inc., (formerly Aclara Technologies, LLC.) in the funded amount of \$500,000.00. (This change is to extend the current contract for an additional 18-months covering the period January 1, 2023, through June 30, 2024).

### 2. Additional Information

The project scope is to provide Bill Prism applications which will enable MLGW to provide comprehensive, consistent, and authoritative responses to customer inquiries regarding changes in billing amounts, thereby, improving customer communications, customer trust and customer satisfaction. This change is also to expand the scope of work to test the feasibility and customer acceptance of video bill explanations and electronic home energy reports.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 15 to Contract No. 10765, Private Label Service Agreement with Utility Consumer Analytics, Inc. (*formerly Aclara Technologies, LLC*) to extend the current contract and expand the scope of work in the funded amount of \$500,000.00, and is now recommending to the Council of the City of Memphis that it approves said extension and change as approved; and

WHEREAS, the project scope is to provide Bill Prism applications which will enable MLGW to provide comprehensive, consistent and authoritative responses to customer inquiries regarding changes in billing amounts, thereby, improving customer communications, customer trust and customer satisfaction. This change is to extend the current contract for an additional 18-months covering the period January 1, 2023 through June 30, 2024 in the funded amount of \$500,000.00 to continue to provide customer service for MLGW My Account Analysis Tools application via website and employee access. This change is also to expand the scope of work to test the feasibility and customer acceptance of video bill explanations and electronic Home Energy Reports. This change includes an annual 3% lump sum increase in maintenance hosting fees. This sole source extension complies with all applicable laws and policies. The new contract value will be \$7,410,127.89; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 15 to Contract No. 10765, Private Label Service Agreement with Utility Consumer Analytics, Inc. (*formerly Aclara Technologies, LLC*) to extend the current contract and expand the scope of work in the funded amount of \$500,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 15 to Contract No. 10765, Private Label Service Agreement with Utility Consumer Analytics, Inc. (*formerly Aclara Technologies, LLC*) to extend the current contract and expand the scope of work in the funded amount of \$500,000.00.

The project scope is to provide Bill Prism applications which will enable MLGW to provide comprehensive, consistent and authoritative responses to customer inquiries regarding changes in billing amounts, thereby, improving customer communications, customer trust and customer satisfaction. This change is to extend the current contract for an additional 18-months covering the period January 1, 2023 through June 30, 2024 in the funded amount of \$500,000.00 to continue to provide customer service for MLGW My Account Analysis Tools application via website and employee access. This change is also to expand the scope of work to test the feasibility and customer acceptance of video bill explanations and electronic Home Energy Reports. This change includes an annual 3% lump sum increase in maintenance hosting fees. This sole source extension complies with all applicable laws and policies. The new contract value will be \$7,410,127.89.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, Change No. 15 to Contract No. 10765, Private Label Service Agreement with Utility Consumer Analytics, Inc. (*formerly Aclara Technologies, LLC*) to extend the current contract and expand the scope of work in the funded amount of \$500,000.00, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Extension and Change.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~ *special* meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## Memphis City Council Summary Sheet for MLGW Items

### 1. Description of the Item

Resolution approving Change No. 5 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC., in the funded amount of \$1,827,280.00. (This change is to extend the current contract for a one-year period covering January 1, 2023 through December 31, 2023).

### 2. Additional Information

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 5 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC to extend the current contract in the funded amount of \$1,827,280.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,827,280.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$8,794,595.75; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC to extend the current contract in the funded amount of \$1,827,280.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC to extend the current contract in the funded amount of \$1,827,280.00.

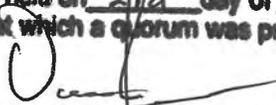
The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,827,280.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$8,794,595.75.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 5 to Contract No. 12009, Professional Information Services (IS) Support Services with VACO Memphis, LLC to extend the current contract in the funded amount of \$1,827,280.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~-special meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 5 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated in the funded amount of \$1,856,280.00. (This change is to extend the current contract for a one-year period covering January 1, 2023 through December 31, 2023).

### **2. Additional Information**

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 5 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated to extend the current contract in the funded amount of \$1,856,280.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,856,280.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,526,225.11; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated to extend the current contract in the funded amount of \$1,856,280.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated to extend the current contract in the funded amount of \$1,856,280.00.

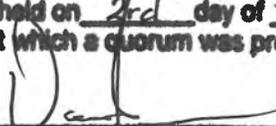
The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,856,280.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,526,225.11.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 5 to Contract No. 12007, Professional Information Services (IS) Support Services with Stragistics Technology, Incorporated to extend the current contract in the funded amount of \$1,856,280.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~-special meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 5 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC., in the funded amount of \$1,781,089.60. (This change is to extend the current contract for a one-year period covering January 1, 2023 through December 31, 2023).

### **2. Additional Information**

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 5 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC to extend the current contract in the funded amount of \$1,781,089.60, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,781,089.60, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,482,557.15; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC to extend the current contract in the funded amount of \$1,781,089.60 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC to extend the current contract in the funded amount of \$1,781,089.60.

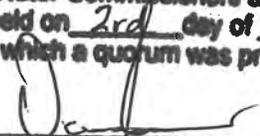
The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,781,089.60, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,482,557.15.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 5 to Contract No. 12010, Professional Information Services (IS) Support Services with Nextech Solutions, LLC to extend the current contract in the funded amount of \$1,781,089.60, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~ special meeting held on 2nd day of November, 2022 at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 5 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC., in the funded amount of \$1,881,560.00. (This change is to extend the current contract for a one-year period covering January 1, 2023 through December 31, 2023).

### **2. Additional Information**

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 5 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC to extend the current contract in the funded amount of \$1,881,560.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,881,560.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,192,353.75; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC to extend the current contract in the funded amount of \$1,881,560.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC to extend the current contract in the funded amount of \$1,881,560.00.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,881,560.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,192,353.75.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 5 to Contract No. 12008, Professional Information Services (IS) Support Services with CTD Staffing, LLC to extend the current contract in the funded amount of \$1,881,560.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 2nd day of November 2022 at which a quorum was present.

  
\_\_\_\_\_  
**SVP, CFO & CAO Secretary - Treasurer**

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 5 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated in the funded amount of \$1,836,782.00. (This change is to extend the current contract for a one-year period covering January 1, 2023 through December 31, 2023).

### **2. Additional Information**

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 5 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated to extend the current contract in the funded amount of \$1,836,782.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,836,782.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,252,519.59; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated to extend the current contract in the funded amount of \$1,836,782.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated to extend the current contract in the funded amount of \$1,836,782.00.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,836,782.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,252,519.59.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 5 to Contract No. 12012, Professional Information Services (IS) Support Services with Cook Systems International, Incorporated to extend the current contract in the funded amount of \$1,836,782.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~ <sup>special</sup> meeting held on 2nd day of November, 2022 at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 5 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated in the funded amount of \$1,933,480.00. (This change is to extend the current contract for a one-year period covering January 1, 2023 through December 31, 2023).

### **2. Additional Information**

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 5 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated to extend the current contract in the funded amount of \$1,933,480.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,933,480.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,417,619.75; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated to extend the current contract in the funded amount of \$1,933,480.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated to extend the current contract in the funded amount of \$1,933,480.00.

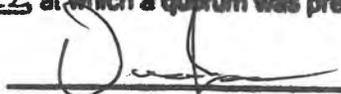
The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,933,480.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$9,417,619.75.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 5 to Contract No. 12011, Professional Information Services (IS) Support Services with Conch Technologies, Incorporated to extend the current contract in the funded amount of \$1,933,480.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 2<sup>nd</sup> day of November, 2022 at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 5 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company; in the funded amount of \$1,887,488.00. (This change is to extend the current contract for a one-year period covering January 1, 2023 through December 31, 2023).

### **2. Additional Information**

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 5 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company to extend the current contract in the funded amount of \$1,887,488.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,887,488.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$8,847,185,75; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company to extend the current contract in the funded amount of \$1,887,488.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company to extend the current contract in the funded amount of \$1,887,488.00.

The project scope is to provide supplemental technical staffing and/or deliver turn-key technical support or business application solutions for on or off-site projects. This change is to extend the current contract for a one (1) year period covering January 1, 2023 through December 31, 2023 in the funded amount of \$1,887,488.00, with no increase in rates from the previous year. This extension complies with all applicable laws and policies. The new contract value is \$8,847,185,75.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 5 to Contract No. 11951, Professional Information Services (IS) Support Services with Ciber - an HTC Global Company to extend the current contract in the funded amount of \$1,887,488.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 2nd day of November 2022 at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution to amend Purchase Order Number 7014321 to Tyndale Company, Inc., for flame-resistant clothing for an additional amount of \$575,000.00. (This amendment is to increase the contract value to cover MLGW's needs through June 30, 2023).

### **2. Additional Information**

The cost variance is a result of increases to the clothing allowance for flame resistant clothing based on the 2022-2026 Memorandum of Understanding.

## **RESOLUTION**

**WHEREAS**, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved the amendment of Purchase Order Number 7014321 to Tyndale Company, Inc. for flame-resistant clothing and is now recommending to the Council of the City of Memphis that it approves said amendment contingent upon approval of the 2023 fiscal year budget; and

**WHEREAS**, on May 1, 2019, the Board of Light, Gas and Water Commissioners approved a forty-eight-month purchase order for flame-resistant clothing in the amount of \$1,814,035.00. This amendment is to increase the contract value in the amount of \$575,000.00 to cover the Division's needs through June 30, 2023. The cost variance is a result of increases to the clothing allowance for flame-resistant clothing based on the 2022-2026 Memorandum of Understanding. In accordance with the noted Memorandum of Understanding, the yearly allowance for active employees increased from \$750.00 to \$950.00, and the allowance for new hires increased from \$950.00 to \$1,150.00. The additional amount requested will cover the flame-resistant clothing needs for active employees and new hires through June 30, 2023. The new contract value is \$2,389,035.00. All existing terms and conditions will remain the same. This amendment complies with all applicable laws and policies; and

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that an amendment to increase the value of Purchase Order Number 7014321 with Tyndale Company, Inc. for flame-resistant clothing in the amount of \$575,000.00 chargeable to the MLGW 2023 fiscal year budget contingent upon approval.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts request approval of the Board of Light, Gas and Water Commissioners to amend Purchase Order Number 7014321 to Tyndale Company, Inc. for an additional amount of \$575,000.00 for flame-resistant clothing.

On May 1, 2019, the Board of Light, Gas and Water Commissioners approved a forty-eight-month purchase order for flame-resistant clothing in the amount of \$1,814,035.00. This amendment is to increase the contract value in the amount of \$575,000.00 to cover the Division's needs through June 30, 2023. The cost variance is a result of increases to the clothing allowance for flame resistant clothing based on the 2022-2026 Memorandum of Understanding. In accordance with the noted Memorandum of Understanding the yearly allowance for active employees increased from \$750.00 to \$950.00, and the allowance for new hires increased from \$950.00 to \$1,150.00. The additional amount requested will cover the flame-resistant clothing needs for active employees and new hires through June 30, 2023. The new contract value is \$2,389,035.00. All existing terms and conditions will remain the same. This amendment complies with all applicable laws and policies.

The 2022 budgeted amount for Corporate Safety is \$681,032.00; the amount spent to date is \$670,718.85; leaving a balance available of \$10,313.15 to be spent in 2022; of which \$575,000.00 will be spent contingent upon approval of the 2023 fiscal year budget; and

**THEREFORE, BE IT RESOLVED BY** the Board of Light, Gas and Water Commissioners:

**THAT**, subject to the consent and approval of the Council of the City of Memphis, Purchase Order Number 7014321 with Tyndale Company, Inc. be amended as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12397, Emergency Storm Restoration (solicited under Contract No. 12370) to William E. Groves Construction, LLC., dba Groves Electrical Services based on agreed upon rates.

### **2. Additional Information**

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022, awarded Contract No. 12397, Emergency Storm Restoration (*solicited under Contract No. 12370*) to William E. Groves Construction, LLC dba Groves Electrical Services based on agreed upon rates and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being William E. Groves Construction, LLC dba Groves Electrical Services based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12397, Emergency Storm Restoration (*solicited under Contract No. 12370*) to William E. Groves Construction, LLC dba Groves Electrical Services based on agreed upon rates as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12397, Emergency Storm Restoration (*solicited under Contract No. 12370*) to William E. Groves Construction, LLC dba Groves Electrical Services based on agreed upon rates.

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

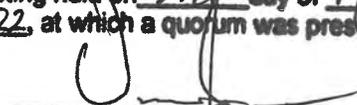
The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being William E. Groves Construction, LLC dba Groves Electrical Services based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12397, Emergency Storm Restoration (*solicited under Contract No. 12370*) to William E. Groves Construction, LLC dba Groves Electrical Services based on agreed upon rates, as outlined in the above preamble, is approved and further

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~-special meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12396, Emergency Storm Restoration (solicited under Contract No. 12370) to Irby Construction Company based on agreed upon rates.

### **2. Additional Information**

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022, awarded Contract No. 12396, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Irby Construction Company based on agreed upon rates and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Irby Construction Company based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12396, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Irby Construction Company based on agreed upon rates as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12396, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Irby Construction Company based on agreed upon rates.

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Irby Construction Company based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12396, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Irby Construction Company based on agreed upon rates, as outlined in the above preamble, is approved and further

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12395, Emergency Storm Restoration (solicited under Contract No. 12370) to Gray's Power Supply based on agreed upon rates.

### **2. Additional Information**

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022, awarded Contract No. 12395, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Gray's Power Supply based on agreed upon rates and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Gray's Power Supply based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12395, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Gray's Power Supply based on agreed upon rates as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12395, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Gray's Power Supply based on agreed upon rates.

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

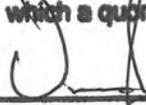
The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Gray's Power Supply based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12395, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Gray's Power Supply based on agreed upon rates, as outlined in the above preamble, is approved and further

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~ meeting held on 2nd day of November, 2022 at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12394, Emergency Storm Restoration (solicited under Contract No. 12370) to Collective Strategic Resources, LLC., based on agreed upon rates.

### **2. Additional Information**

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022, awarded Contract No. 12394, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Collective Strategic Resources, LLC based on agreed upon rates and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Collective Strategic Resources, LLC based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12394, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Collective Strategic Resources, LLC based on agreed upon rates as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12394, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Collective Strategic Resources, LLC based on agreed upon rates.

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Collective Strategic Resources, LLC based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12394, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Collective Strategic Resources, LLC based on agreed upon rates, as outlined in the above preamble, is approved and further

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12393, Emergency Storm Restoration (solicited under Contract No. 12370) to Standard Electric Company, Inc., based on agreed upon rates.

### **2. Additional Information**

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022, awarded Contract No. 12393, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Standard Electric Company, Inc. based on agreed upon rates and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Standard Electric Company, Inc. based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12393, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Standard Electric Company, Inc. based on agreed upon rates as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12393, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Standard Electric Company, Inc. based on agreed upon rates.

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Standard Electric Company, Inc. based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12393, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Standard Electric Company, Inc. based on agreed upon rates, as outlined in the above preamble, is approved and further

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 2nd day of November 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12392, Emergency Storm Restoration (solicited under Contract No. 12370) to Service Electric Company based on agreed upon rates.

### **2. Additional Information**

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022, awarded Contract No. 12392, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Service Electric Company based on agreed upon rates and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Service Electric Company based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12392, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Service Electric Company based on agreed upon rates as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12392, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Service Electric Company based on agreed upon rates.

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

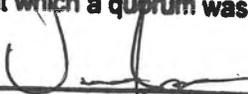
The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Service Electric Company based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12392, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Service Electric Company based on agreed upon rates, as outlined in the above preamble, is approved and further

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special- meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12391, Emergency Storm Restoration (solicited under Contract No. 12370) to Henkels & McCoy, Inc., based on agreed upon rates.

### **2. Additional Information**

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022, awarded Contract No. 12391, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Henkels & McCoy, Inc. based on agreed upon rates and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Henkels & McCoy, Inc. based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12391, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Henkels & McCoy, Inc. based on agreed upon rates as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners that it awards Contract No. 12391, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Henkels & McCoy, Inc. based on agreed upon rates.

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Henkels & McCoy, Inc. based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12391, Emergency Storm Restoration (*solicited under Contract No. 12370*) to Henkels & McCoy, Inc. based on agreed upon rates, as outlined in the above preamble, is approved and further

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special- meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12370, Emergency Storm Restoration to Davis H. Elliott, Inc., based on agreed upon rates.

### **2. Additional Information**

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022, awarded Contract No. 12370, Emergency Storm Restoration to Davis H. Elliot Construction Company, Incorporated based on agreed upon rates and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis; and

WHEREAS, the Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Davis H. Elliot Construction Company, Incorporated based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12370, Emergency Storm Restoration to Davis H. Elliot Construction Company, Incorporated based on agreed upon rates as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners that it awards Contract No. 12370, Emergency Storm Restoration to Davis H. Elliot Construction Company, Incorporated based on agreed upon rates.

The project scope is to provide all supervision, labor, transportation, and equipment necessary for MLGW's emergency or natural disaster restoration of the electrical system in compliance with Federal Emergency Management Agency (FEMA) requirements. Restoration-related work as assigned by MLGW will take place within the service area of Shelby County, Tennessee on an as-needed basis.

The Notice to Bidders was advertised using MLGW's On-Line Bid Notification System and the Memphis Daily News on April 26, 2022. MLGW solicited 29 bidders and received 13 bids on June 7, 2022. Five (5) bids were deemed non-compliant with MLGW's Specifications. Eight (8) contracts were awarded; of which, one (1) being Davis H. Elliot Construction Company, Incorporated based on agreed upon rates. The term of this contract is for a period of 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12370, Emergency Storm Restoration to Davis H. Elliot Construction Company, Incorporated based on agreed upon rates, as outlined in the above preamble, is approved and further

THAT, the President or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution awarding Contract No. 12385 (solicited under Contract No.12302), Substation Engineering Services (Transmission) to Allen & Hoshall, Incorporated in the funded not-to-exceed amount of \$300,000.00.

### **2. Additional Information**

The project scope is to provide transmission engineering services including but not limited to design of new overhead 161 kV tower lines, upgrading existing tower lines, spotting structures, drilled pier foundation design, creating associated environmental permit design documents, NERC Alerts, etc., and writing related specifications thereof.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 02, 2022, awarded Contract No. 12385 (solicited under Contract No.12302), Substation Engineering Services (Transmission) to Allen & Hoshall, Incorporated in the funded not-to-exceed amount of \$300,000.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide transmission engineering services including but not limited to design of new overhead 161 kV tower lines, upgrading existing tower lines, spotting structures, drilled pier foundation design, creating associated environmental permit design documents, NERC Alerts, etc., and writing related specifications thereof.

WHEREAS, the Request for Qualifications was advertised using MLGW's On-Line Bid Notification System on February 15, 2022. MLGW solicited eight (8) companies (solicited under Contract No. 12302); received eight (8) qualifications on March 7, 2022. MLGW will enter into separate contracts with four (4) Short Listed companies; with one (1) contract being awarded to Allen & Hoshall, Incorporated in the funded not-to-exceed amount of \$300,000.00. Two (2) of the Short Listed companies were considered for their experience with transmission engineering services; with Allen & Hoshall, Incorporated. Originally, MLGW recommended awarding the contract to Burns & McDonnell Engineering Company, Incorporated but both parties were unable to reach a mutual contractual agreement. Qualifications were evaluated on the following criteria: 1) Resumes defining qualifications and experience; 2) Substation and Transmission Engineering experience for one (1) or more Design Services; and 3) Ability to provide on-site personnel. The term of this contract is for one (1) year from the

date of the Notice to Proceed with an option of four (4) annual renewal terms. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12385 (solicited under Contract No.12302), Substation Engineering Services (Transmission) to Allen & Hoshall, Incorporated in the funded not-to-exceed amount of \$300,000.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, that it awards Contract No. 12385 (solicited under Contract No.12302), Substation Engineering Services (Transmission) to Allen & Hoshall, Incorporated in the funded not-to-exceed amount of \$300,000.00.

The project scope is to provide transmission engineering services including but not limited to design of new overhead 161 kV tower lines, upgrading existing tower lines, spotting structures, drilled pier foundation design, creating associated environmental permit design documents, NERC Alerts, etc., and writing related specifications thereof.

The Request for Qualifications was advertised using MLGW's On-Line Bid Notification System on February 15, 2022. MLGW solicited eight (8) companies (solicited under Contract No. 12302); received eight (8) qualifications on March 7, 2022. MLGW will enter into separate contracts with four (4) Short Listed companies; with one (1) contract being awarded to Allen & Hoshall, Incorporated in the funded not-to-exceed amount of \$300,000.00. Two (2) of the Short Listed companies were considered for their experience with transmission engineering services; with Allen & Hoshall, Incorporated. Originally, MLGW recommended awarding the contract to Burns & McDonnell Engineering Company, Incorporated but both parties were unable to reach a mutual contractual agreement. Qualifications were evaluated on the following criteria: 1) Resumes defining qualifications and experience; 2) Substation and Transmission Engineering experience for one (1) or more Design Services; and 3) Ability to provide on-site personnel. The term of this contract is for one (1) year from the date of the Notice to Proceed with an option of four (4) annual renewal terms. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12385, Substation Engineering Services (Transmission) to Allen & Hoshall, Incorporated in the funded not-to-exceed amount of \$300,000.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~regular~~-special meeting held on 2nd day of November, 2022 at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 2 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC., in the funded amount of \$150,000.00. (This change is to renew the current contract for the second of four annual renewal terms for the period covering December 30, 2022, through December 29, 2023).

### **2. Additional Information**

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 2 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC to renew the current contract in the funded amount of \$150,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the second of four (4) annual renewal terms for the period covering December 30, 2022 through December 29, 2023 in the funded amount of \$150,000.00, which is an average of a 10% increase in rates across all positions from the previous term, based on agreed upon rates due to increased costs of wages, fuel, utilities, and other items. This renewal complies with all applicable laws and policies. The new contract value is \$350,000.00.; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 2 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC to renew the current contract in the funded amount of \$150,000.00 as approved.

**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners the approval of Change No. 2 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC to renew the current contract in the funded amount of \$150,000.00.

The project scope is to provide professional engineering services for the Gas Engineering and Operations Department on an as-needed basis. This change is to renew the current contract for the second of four (4) annual renewal terms for the period covering December 30, 2022 through December 29, 2023 in the funded amount of \$150,000.00, which is an average of a 10% increase in rates across all positions from the previous term, based on agreed upon rates due to increased costs of wages, fuel, utilities, and other items. This renewal complies with all applicable laws and policies. The new contract value is \$350,000.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 2 to Contract No. 12191, Professional Engineering Services for Gas Engineering and Operations with Mid-South Engineering Consultants, LLC to renew the current contract in the funded amount of \$150,000.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 19 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$83,945.36. (This renewal is for the period covering January 1, 2023, through December 31, 2023).

### **2. Additional Information**

The project scope is to upgrade the existing Cashiering System with new technology at all MLGW Community Offices as well as provide annual hardware, software maintenance, and support services.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on November 2, 2022 approved Change No. 19 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$83,945.36, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to upgrade the existing Cashiering System with new technology at all MLGW Community Offices as well as provide annual hardware, software maintenance, and support services. This change is to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance, which covers Merchant Connect Multi software that interacts with our iNovah Cashiering system application to process card transactions. These components are required for the iNovah cashiering system to integrate with our Oracle Business Suite Accounts Receivable System and for vendor maintenance compliance with the Payment Card Industry Payment Application Data Security Standard when processing our customers' credit and debit card ATM payments. This compliance is to ensure that the vendor is accepting, processing, storing, and transmitting our customer's card information in a secure environment.

This renewal is for the period covering January 1, 2023 through December 31, 2023 in the amount of \$83,945.36, which reflects a 4% increase in rates from the previous renewal. The increase is due to labor costs, continued support, maintenance, and hardware of the MLGW cashiering system. MLGW is requesting continuous maintenance of the acquired systems, which can only be performed by System Innovators and an authorized third-party provider. This single source renewal complies with all applicable laws and policies. The new contract value is \$1,732,211.64; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 19 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$83,945.36 as approved

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 19 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$83,945.36.

The project scope is to upgrade the existing Cashiering System with new technology at all MLGW Community Offices as well as provide annual hardware, software maintenance, and support services. This change is to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance, which covers Merchant Connect Multi software that interacts with our iNovah Cashiering system application to process card transactions. These components are required for the iNovah cashiering system to integrate with our Oracle Business Suite Accounts Receivable System and for vendor maintenance compliance with the Payment Card Industry Payment Application Data Security Standard when processing our customers' credit and debit card ATM payments. This compliance is to ensure that the vendor is accepting, processing, storing, and transmitting our customer's card information in a secure environment.

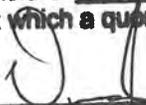
This renewal is for the period covering January 1, 2023 through December 31, 2023 in the amount of \$83,945.36, which reflects a 4% increase in rates from the previous renewal. The increase is due to labor costs, continued support, maintenance, and hardware of the MLGW cashiering system. MLGW is requesting continuous maintenance of the acquired systems, which can only be performed by System Innovators and an authorized third-party provider. This single source renewal complies with all applicable laws and policies. The new contract value is \$1,732,211.64.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 19 to Contract No. 11292, Cashiering System Replacement with System Innovators to renew the current contract in the funded amount of \$83,945.36, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular -special- meeting held on 2nd day of November, 2022, at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer

## **Memphis City Council Summary Sheet for MLGW Items**

### **1. Description of the Item**

Resolution approving Change No. 3 to Contract No. 12218, Power Supply Consultant with GDS Associates, Incorporated to change the current contract in the funded amount of \$50,000.00.

### **2. Additional Information**

The project scope is to provide consulting services required for MLGW to solicit requests for proposals for the procurement of electric capacity, energy, transmission, renewable energy (e.g., solar and wind), ancillary services and to assist MLGW in the evaluation of responses to portfolios identified in the Integrated Resource Plan (IRP) and feasible alternatives. This change is to expand the scope of work to include support for MLGW in the bid dispute process and public records requests.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 2, 2022 approved Change No. 3 to Contract No. 12218, Power Supply Consultant with GDS Associates, Incorporated to change the current contract in the funded amount of \$50,000.00, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to provide consulting services required for MLGW to solicit requests for proposals for the procurement of electric capacity, energy, transmission, renewable energy (e.g. solar and wind), ancillary services and to assist MLGW in the evaluation of responses to portfolios identified in the Integrated Resource Plan (IRP) and feasible alternatives. This change is to expand the scope of the current contract in the funded amount of \$39,645.00 to include the following:

1. Support MLGW with FLH Formal RFP Process. GDS will provide RFP scoring / evaluation materials, dispute FLH contentions / allegations that offer was not evaluated properly, provide additional materials / analysis as necessary, participate on MLGW RFP Appeals Committee and meet virtually as necessary to discuss FLH concerns and evaluation results, and defend short-list selection results. Does not include "litigation support", including expert testimony, or related court proceedings **(\$27,920.00 / 96 hours)**;
2. Support MLGW with Public Records requests from external third-parties. GDS, to the extent necessary, support MLGW with third-party public records requests or related questions about RFP process, evaluation, and recommendations to MLGW Board. Provide supplemental materials and information to respond to concerns regarding MLGW's RFP process. **(\$3,885.00 / 18 hours); and**
3. Provide additional materials for future MLGW Board Meetings. GDS, to the extent necessary, provide additional materials regarding evaluation process, September 1<sup>st</sup> recommendation, and analytics for MLGW's Board at their November and December 2022 meetings. Does not contemplate meeting in-person and GDS presenting information. **(\$7,840.00 / 32 hours).**

MLGW is requesting approval of contingency funds in the amount of \$10,355.00 in the event of unforeseen protests and meetings which require GDS' involvement. The term of the contract will remain through April 15, 2023 with annual renewals. This change complies with all applicable laws and policies.

The new contract value is \$716,022.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12218, Power Supply Consultant with GDS Associates, Incorporated to change the current contract in the funded amount of \$50,000.00 as approved.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**November 2, 2022**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 3 to Contract No. 12218, Power Supply Consultant with GDS Associates, Incorporated to change the current contract in the funded amount of \$50,000.00.

The project scope is to provide consulting services required for MLGW to solicit requests for proposals for the procurement of electric capacity, energy, transmission, renewable energy (e.g., solar and wind), ancillary services and to assist MLGW in the evaluation of responses to portfolios identified in the Integrated Resource Plan (IRP) and feasible alternatives. This change is to expand the scope of the current contract in the funded amount of \$39,645.00 to include the following:

1. Support MLGW with FLH Formal RFP Process. GDS will provide RFP scoring / evaluation materials, dispute FLH contentions / allegations that offer was not evaluated properly, provide additional materials / analysis as necessary, participate on MLGW RFP Appeals Committee and meet virtually as necessary to discuss FLH concerns and evaluation results, and defend short-list selection results. Does not include “litigation support”, including expert testimony, or related court proceedings **(\$27,920.00 / 96 hours)**;
2. Support MLGW with Public Records requests from external third-parties. GDS, to the extent necessary, support MLGW with third-party public records requests or related questions about RFP process, evaluation, and recommendations to MLGW Board. Provide supplemental materials and information to respond to concerns regarding MLGW’s RFP process. **(\$3,885.00 / 18 hours)**; and
3. Provide additional materials for future MLGW Board Meetings. GDS, to the extent necessary, provide additional materials regarding evaluation process, September 1<sup>st</sup> recommendation, and analytics for MLGW’s Board at their November and December 2022 meetings. Does not contemplate meeting in-person and GDS presenting information. **(\$7,840.00 / 32 hours)**.

MLGW is requesting approval of contingency funds in the amount of \$10,355.00 in the event of unforeseen protests and meetings which require GDS’ involvement. The term of the contract will remain through April 15, 2023 with annual renewals. This change complies with all applicable laws and policies. The new contract value is \$716,022.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 12218, Power Supply Consultant with GDS Associates, Incorporated in the funded amount of \$50,000.00 as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Change.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 2nd day of November, 20 22 at which a quorum was present.

  
\_\_\_\_\_  
SVP, CFO & CAO Secretary - Treasurer



Mario Walker is a passionate young designer and architect who has been a part of Self + Tucker Architects since 2005. He serves as Lead Design Architect for the firm and has held the position since 2016. He earned a Master of Architecture from the University of Memphis in 2012 and is currently licensed to practice architecture in the states of Tennessee and Mississippi. He is also the recipient of the 2022 American Institute of Architects (AIA) Young Architects Award which honors individuals who have demonstrated exceptional leadership and made significant contributions to the architecture profession early in their careers.

His high level of creativity and responsible, sustainably minded design is fundamental to every design opportunity, and he strongly believes that quality of life is enriched by every well-designed structure and public space. With over 17 years of experience in the architecture profession, Mario is dedicated to advancing architecture as it embraces broader community and cultural engagement. He has established a reputation for design leadership throughout the Delta region. Many of the projects for which he focuses his design excellence and community engagement have been for both established institutions and underserved communities.

His design experience includes neighborhood planning and streetscapes development; institutional and mixed-use developments including schools, museums, medical and religious institutions, transportation hubs, and public open spaces. He has experience in all phases of the design process as well as in managing complex project teams and working closely with Owners, Contractors, and Community Partners. His design work has been recognized and has won awards locally, regionally, and nationally.

Mario has served as a studio instructor assistant within the undergraduate studios at the University of Memphis, served as guest juror at the university, lectured at design industry events, and participated in numerous community-centered design events benefitting greater Memphis and the State of Tennessee. He also holds a position on several local and national boards including, Treasurer (Former President) of the local National Organization of Minority Architects (NOMA) Memphis Chapter, American Institute of Architects (AIA) National Emerging Professionals Task Force, The National Council of Architectural Registration Board (NCARB)'s ARE 5.0 Forms Assembly Subcommittee, Memphis and Shelby County Building Code Advisory Board, Downtown Memphis Design Review Board, The Memphis Landmarks Commission, and the Memphis Zoological Society Board. He has previously served as the Emerging Professional Director for the AIA Memphis Chapter. He greatly enjoys biking, photography, traveling, and sharing his passion for architecture with his family, friends, and community.

Mario resides in Memphis, Tennessee, with his wife Hope, daughter Maréa, and sons Jude and Ezra.

Ordinance No. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NO. 5670 OF THE CITY OF  
MEMPHIS, RELATIVE TO THE CREATION, APPOINTMENT AND  
REGULATION OF CITY COUNCIL STAFF POSITIONS AND CLASSIFICATIONS

**WHEREAS**, the Memphis City Council adopted Ordinance No. 5219 effective October 16, 2007 over the veto of then Mayor Willie Herenton to insure a separation of powers between the executive and legislative branches of government pursuant to the Council's broad legislative authority under the City's Charter to establish rules and regulations to govern the affairs of the Council, including the creation, appointment and regulation of its own staff; and

**WHEREAS**, Ordinance No. 5219 provided that the Memphis City Council that the Council, alone, has the authority to create, appoint, and regulate its own staff; and

**WHEREAS**, the Council repealed Ordinance No. 5219 in its entirety, and adopted Ordinance No. 5670 in lieu thereof to confirm all then existing staff positions and to authorized the creation of new positions and classifications ; and

**WHEREAS**, Ordinance No. 5670 also reiterated the Council's authority to create, appoint and regulate other positions and classifications as determined necessary by the Council Chairman and the Council; and

**WHEREAS**, consistent with Ordinance No. 5670, the Council desires to clarify that the Council Chairman has the authority to create additional staff positions and classifications on a full-time, part-time or independent contractor basis for person(s) that possess expertise and experience in specialized and technical matters such as auditing, municipal finance and budgeting and/or financial advisory services; and

**WHEREAS**, in order to achieve this objective, the Memphis City Council seeks to amend Ordinance No. 5670 to clarify the Chairman's authority to create an additional Council staff position and classification for a Financial Advisor and to take the necessary steps to make the necessary appointment for such position.

**SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS** that consistent with the City's Charter and Ordinance No. 5670 of the City of Memphis, Tennessee, Sections 1 (a) and (d) thereof are hereby amended and restated to read as follows:

Section 1. **Council Staff Positions and Classifications.**

The Memphis City Council does hereby ordain that the Council alone shall create, appoint and regulate its own staff as hereinafter set forth and as it determines from time to time:

- a. The classifications of the Council's staff, which shall be as follows: Council Attorney, Chief of Staff, Deputy Chief of Staff, Chief Security Officer, Legislative Analysts and Executive Assistants, and other positions and classifications as determined necessary by the Council Chairman and approved by the Council from time to time, including but not limited to positions that require expertise and experience in specialized and technical matters such as auditing, municipal finance, municipal budgeting and/or financial advisory services;
- d. The Chairman of the Council shall have the authority to determine if any person appointed to a vacant staff position or classification shall be on a full-time, part-time or independent contractor basis and to determine the compensation of the Council's staff from time to time, which shall be included in the Council's annual budget approved by the Council.

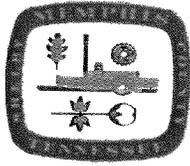
**SECTION 2. BE IT FURTHER ORDAINED**, that as amended hereby all other provisions of Ordinance No. 5670 are hereby ratified and continued in full effect and any provisions of Ordinance No. 5670 inconsistent herewith are repealed.

**SECTION 3. BE IT FURTHER ORDAINED**, that the provisions of this Ordinance are hereby severable. If any of the sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**SECTION 4. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, that this ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.

Sponsor:

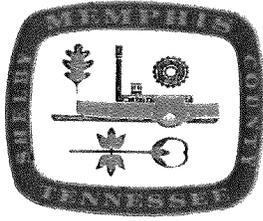
Chase Carlisle



## Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**  
A resolution amending and appropriating the sum of \$651,982.67 chargeable to the FY2023 Budget by appropriating funds to the Division of Housing and Community Development Affordable Housing Program accounts.
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**  
The Division of Housing and Community Development
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**  
Not applicable.
- 4. State whether this will impact specific council districts or super districts.**  
Citywide
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.**  
New contracts and contract amendments will be required.
- 6. State whether this requires an expenditure of funds/requires a budget amendment.**  
Expenditure of funds will be required.
- 7. If applicable, please list the MWBE goal and any additional information needed.**  
Not applicable to MWBE.

Division of Housing and Community Development-Resolution



*A resolution amending and appropriating the sum of \$651,982.67 chargeable to the FY2023 Budget by appropriating funds to the Division of Housing and Community Development Affordable Housing Program account.*

**WHEREAS**, the Division of Housing and Community Development continues in its efforts to assist in the development of affordable housing options within the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has declared by resolution dated May 7, 2002, that the Health Educational and Housing Facility Board of the City of Memphis, Tennessee to be performing a public function on behalf of and as a public instrumentality of the City, and recognizes that all property owned by it is exempt from all taxation in the State of Tennessee; and

**WHEREAS**, the Council of the City of Memphis also delegated to the Health Educational and Housing Facility Board of the City of Memphis, Tennessee by resolution dated May 7, 2002, the authority to negotiate and enter into with a lessee of the Board, payments in lieu of ad valorem taxes, provided that such authorization shall be granted only upon a finding that such payments are deemed to be in furtherance of the public purpose of the Board; and

**WHEREAS**, the Division of Housing and Community Development has received PILOT proceeds from the Health Educational and Housing Facility Board of the City of Memphis, Tennessee in the amount of SIX HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED EIGHTY-TWO DOLLARS AND 67/100 (\$651,982.67); and

**WHEREAS**, the Division of Housing and Community Development also desires to enter into a contractual agreement to grant SIX HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED EIGHTY-TWO DOLLARS AND 67/100 (\$651,982.67) of the PILOT proceeds to the Affordable Housing Program; and

Division of Housing and Community Development-Resolution

**WHEREAS**, it is necessary to amend the Fiscal Year 2023 Budget by appropriating SIX HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED EIGHTY-TWO DOLLARS AND 67/100 (\$651,982.67) in revenues for the Affordable Housing Program.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Division of Housing and Community Development be authorized to enter into a contractual agreement to provide a grant in the amount of SIX HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED EIGHTY-TWO DOLLARS AND 67/100 (\$651,982.67) to be set aside to the Division of Housing and Community Development Affordable Housing.

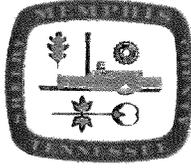
**BE IT FURTHER RESOLVED** that there be and is hereby appropriated the sum of SIX HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED EIGHTY-TWO DOLLARS AND 67/100 (\$651,982.67), chargeable to and amending the FY2023 Budget by appropriating funds for the HCD's Affordable Housing Programs as follows:

**REVENUE:**

CD90043	Award 12106 HEHFB	\$651,982.67
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**EXPENSE:**

CD90043	Award 12106 Professional Svcs	\$651,982.67
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## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

Resolution to accept and appropriate FY2023 funding for the City of Memphis Weatherization Assistance Program (WAP) Grant in the amount of NINE HUNDRED TWENTY-THREE THOUSAND, TWO HUNDRED FIFTY-EIGHT DOLLARS 00/100 (\$923,258.00).

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

The Division of Housing and Community Development

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

Not applicable.

**4. State whether this will impact specific council districts or super districts.**

Various council districts or super districts may be impacted.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

New contracts will be required.

**6. State whether this requires an expenditure of funds/requires a budget amendment.**

Expenditure of funds will be required.

**7. If applicable, please list the MWBE goal and any additional information needed.**

Not applicable

Resolution-Division of Housing and Community Development



*A resolution to accept and appropriate FY2023 funding for the City of Memphis Weatherization Assistance Program (WAP) Grant in the amount of **NINE HUNDRED TWENTY-THREE THOUSAND, TWO HUNDRED FIFTY-EIGHT DOLLARS 00/100 (\$923,258.00)** to the FY2023 Housing and Community Development's federal budget.*

**WHEREAS**, Tennessee was classified as one of four states with the highest energy burden for its residents in the ACEEE September 2020, "*National and Regional Energy Burdens Report*", which indicates the need for programs to reduce utility burden and improve housing stock by making it more energy efficient for the citizens of Memphis.

**WHEREAS**, this program is designed to assist low-income households in reducing their energy costs and to contribute to national energy conservation through increase in energy efficiency and consumer education and home retrofits.

**WHEREAS**, weatherization measures provided by this program will reduce heat loss, cool air loss, energy consumption, and lower energy costs by improving the thermal envelope of dwelling units occupied by low-income property owners and renters throughout Shelby County.

**WHEREAS**, the City of Memphis Division of Housing and Community Development (HCD) has received FY: 2023 Weatherization Assistance Program *Funds (WAP 22-01)* in the total amount of **NINE HUNDRED TWENTY-THREE THOUSAND, TWO HUNDRED FIFTY EIGHT DOLLARS 00/100 (\$923,258.00)** from the United States, Department of Energy; and passed through the State of Tennessee, Tennessee Housing Development Agency (THDA);

**WHEREAS**, HCD received these funds through a non-competitive grant process; and

**WHEREAS**, these funds will be used by HCD to administer the weatherization assistance and the low income home energy assistance program activities throughout Shelby County and carry out all fiscal responsibilities in accordance with THDA WAP and LIHEAP policies and procedures; the Tennessee Weatherization Field Guide and subsequent technical guidance; all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development Agency's program and fiscal policies to educate clients, train staff and contractors; and to help reduce the utility burden with energy efficiency mechanisms and address health and safety in residential units.

Resolution-Division of Housing and Community Development

**WHEREAS**, it is necessary to accept the grant funding and amend HCD's FY2023 Federal Budget to establish funds for the FY2023 Weatherization Assistance Program funding (WAP 22-01).

**WHEREAS**, this (*WAP 22-01*) is a contract to the Tennessee Housing Development Agency grant for the provision of funding under Weatherization Assistance Program (WAP), and the **City of Memphis Division of Housing and Community Development** is the recipient of a **FY2023 Weatherization Assistance Program Weatherization (WAP 22-01)** grant in the amount of ***NINE HUNDRED TWENTY-THREE THOUSAND, TWO HUNDRED FIFTY EIGHT DOLLARS 00/100 (\$923,258.00)***.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the FY2023 Weatherization Assistance Funds *in the amount of NINE HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS 00/100 (\$923,258.00)* be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that HCD's Fiscal Year 2023 Federal Budget be and is hereby amended by appropriating the Expenditures and Revenues for the **FY2023 Weatherization Assistance Program Weatherization (WAP 22-01)** in the total amount of ***NINE HUNDRED TWENTY-THREE THOUSAND, TWO HUNDRED FIFTY-EIGHT DOLLARS 00/100 (\$923,258.00)*** as follows:

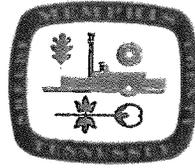
**REVENUES**

State of Tennessee, Tennessee Housing & Development Agency	<u>\$923,258.00</u>
------------------------------------------------------------	---------------------

**EXPENDITURES**

Weatherization Assistance Program Grant	<u>\$923,258.00</u>
-----------------------------------------	---------------------

\$923,258.00



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution to accept the appropriation and allocation of the FY2021 HUD Healthy Homes and Weatherization Cooperation Demonstration grant for the collaboration between the Green & Healthy Homes Initiative Memphis Office, the City of Memphis Lead Program and the City of Memphis Weatherization Assistance Program in the total amount of Two Hundred Thirty-Four Thousand, Six Hundred Seven Dollars and 50/100 (\$234,607.50) over a 3-year period.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

The Division of Housing and Community Development's Weatherization and Lead Programs.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

Not applicable.

**4. State whether this will impact specific council districts or super districts.**

Citywide

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

New contracts and contract amendments will be required.

**6. State whether this requires an expenditure of funds/requires a budget amendment.**

Expenditure of funds will be required.

**7. If applicable, please list the MWBE goal and any additional information needed.**

Not applicable to MWBE.

Resolution-Division of Housing and Community Development



*A resolution to accept the appropriation and allocation of the FY2021 HUD Healthy Homes and Weatherization Cooperation Demonstration grant for the collaboration between the Green & Healthy Homes Initiative Memphis Office, the City of Memphis Lead Program and the City of Memphis Weatherization Assistance Program in the total amount of **Two Hundred Thirty-Four Thousand, Six Hundred Seven Dollars and 50/100 (\$234,607.50)** over a 3-year period.*

**WHEREAS**, HUD the City of Memphis<sup>GA</sup> selected Memphis as 1 of 5 communities that provide housing interventions in lower-income households that are conducted jointly through the coordination of HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH)-funded Lead Hazard Reduction Healthy Homes programs (LHR/HH) and programs funded by the U.S. Department of Energy's (DOE) Weatherization Assistance Program (WAP) to determine whether this coordinated delivery of services achieves cost-effectiveness and better outcomes in improving the safety and energy efficiency of homes. The coordinated assessments and interventions are expected to provide additional benefits to households through the combined mitigation of health and safety hazards and improvements in energy efficiency and comfort. These grants are intended to facilitate the leveraging of assets from both programs and support the exploration of different models of service delivery (e.g., recruitment strategies, partnerships). HUD-funded programs identify and mitigate lead-based paint and other key residential health and safety hazards such as mold and moisture, pest infestation, poor indoor air quality, radon, and injury hazards. The DOE-funded programs conduct energy audits and implement energy conservation measures, while also conducting interventions to improve health and safety (e.g., improved ventilation, installing carbon monoxide and smoke detectors);

## Resolution-Division of Housing and Community Development

**WHEREAS**, this program is designed to demonstrate effective strategies for coordination between Homes (LHR/HH) and Weatherization programs that maximize program efficiencies and benefits to occupants;

**WHEREAS**, this program is also designed to reduce Weatherization Assistance Program (WAP) deferrals through coordination with Lead Hazard Reduction Healthy Homes programs;

**WHEREAS**, this program is also designed to demonstrate sustainable models of inter-program cooperation, including data sharing, reporting, and targeting/recruiting clients;

**WHEREAS**, this program is also designed to demonstrate effective models for the sustainable financing of coordinated healthy homes/weatherization interventions;

**WHEREAS**, this program is also designed to support the collection of data to evaluate the housing interventions conducted through inter-program coordination (e.g., program cost efficiencies that can be achieved, improvements in indoor environmental quality, improved health outcomes, additional safety benefits to households);

**WHEREAS**, the City of Memphis Division of Housing and Community Development (HCD) has received funding for staff salaries and benefits for the FY 2021 Healthy Homes and Weatherization Cooperation and Demonstration grant funds in the amount of ***Two Hundred Thirty-Four Thousand, Six Hundred Seven Dollars and 50/100 (\$234,607.50) over a 3-year period*** from the United States, Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes; and passed through Green & Healthy Homes Initiative (GHHI) of Memphis, Tennessee;

**WHEREAS**, HCD received these funds in partnership with GHHI through a competitive grant process;

Resolution-Division of Housing and Community Development

**WHEREAS**, these funds will be used for a period of 3 years by HCD to provide salaries and benefits to weatherization staff working on the Healthy Homes and Weatherization Demonstration Collaboration to administer the weatherization assistance, lead hazard reduction, and the low income home energy assistance program activities throughout Shelby County and carry out all fiscal responsibilities in accordance with THDA WAP policies and procedures; the Tennessee Weatherization Field Guide and subsequent technical guidance; all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development Agency’s program and fiscal policies to educate, train and to help reduce utility burden with energy efficiency mechanisms and address health and safety in residential units; and

**WHEREAS**, it is necessary to accept the grant funding for Fiscal Year’s 2023-2026 Operating Budget to establish funds for the Healthy Homes and Weatherization Demonstration Collaboration;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the FY 2023-2026 Operating Budget includes *Two Hundred Thirty-Four Thousand, Six Hundred Seven Dollars and 50/100 (\$234,607.50)* be accepted by the City of Memphis Council.

**BE IT FURTHER RESOLVED**, that Fiscal Year’s 2023-2026 Operating Budget includes by appropriating the Expenditures and Revenues for the *FY 2021 HUD Healthy Homes and Weatherization Cooperation Demonstration grant* in the total amount of *Two Hundred Thirty-Four Thousand, Six Hundred Seven Dollars and 50/100 (\$234,607.50)* as follows:

**REVENUES**

Green & Healthy Homes Initiative, Memphis **\$234,607.50**

**EXPENDITURES**

Weatherization Assistance Program Grant **\$234,607.50**



**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
THE CITY OF MEMPHIS DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT  
AND GREEN & HEALTHY HOMES INITIATIVE, INC.**

3rd

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into on the \_\_\_\_ day of <sup>January</sup> 2022 by and between Green & Healthy Home Initiatives, Inc. (GHHI) with principal offices at 2714 Hudson Street, Baltimore, Maryland and (“CITY”) the City of Memphis through the Division of Housing and Community Development, with principal offices at 125 North Main Street, Memphis, Tennessee 38103

**RECITALS**

**WHEREAS**, Section 12-9-101 through 12-9-109, *Tennessee Code Annotated*, authorizes public agencies of the State of Tennessee to enter into inter-local agreements; and

**WHEREAS**, HUD selected Memphis as 1 of 5 communities that provide housing interventions in lower-income households that are conducted jointly through the coordination of HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH)-funded Lead Hazard Reduction Healthy Homes programs (LHR/HH) and programs funded by the U.S. Department of Energy’s (DOE) Weatherization Assistance Program (WAP) to determine whether this coordinated delivery of services achieves cost-effectiveness and better outcomes in improving the safety and energy efficiency of homes. The coordinated assessments and interventions are expected to provide additional benefits to households through the combined mitigation of health and safety hazards and improvements in energy efficiency and comfort. These grants are intended to facilitate the leveraging of assets from both programs and support the exploration of different models of service delivery (e.g., recruitment strategies, partnerships). HUD-funded programs identify and mitigate lead-based paint and other key residential health and safety hazards such as mold and moisture, pest infestation, poor indoor air quality, radon, and injury hazards. The DOE-funded programs conduct energy audits and implement energy conservation measures, while also conducting interventions to improve health and safety (e.g., improved ventilation, installing carbon monoxide and smoke detectors).

**WHEREAS**, GHHI has been awarded a 3-year grant in the sum of \$1,000,000.00 from HUD’s Office of Lead Hazard Control and Healthy Homes in partnership with the City of Memphis Lead Hazard Reduction Department and the City of Memphis Weatherization Assistance Program;

**WHEREAS**, the CITY is implementing HUD programs to identify and mitigate lead-based paint and other key residential health and safety hazards such as mold and moisture, pest infestation, poor indoor air quality, radon, and injury hazards; and the CITY is also implementing Department of Energy programs to address the needs of energy-burdened residents, improving local government capacity to serve those residents, and enhance local workforce skillsets and capability to improve housing stock and make energy efficiency repairs consistent with the terms and requirements of the award; and.

**WHEREAS**, the CITY has committed to provide program support to GHHI in order to implement the collaboration of lead hazard reduction and energy efficiency activities as outlined in the Scope of Work;

**WHEREAS**, GHHI will provide partial funding for Weatherization Assistance Program staff salaries and benefits for the FY 2021 Healthy Homes and Weatherization Cooperation and Demonstration

grant funds in the amount of *Two Hundred Thirty-Four Thousand, Six Hundred Seven Dollars and 50/100 (\$234,607.50)* over a 3-year period from the United States, Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes; and passed through Green & Healthy Homes Initiative (GHHI) of Memphis, Tennessee

**WHEREAS**, the CITY will provide quarterly updates and submit invoices for work *not completed* under the HUD Lead Hazard Reduction Healthy Homes Program or the DoE Weatherization Assistance Program to GHHI as outlined in the Scope of Work; and

**WHEREAS**, GHHI and CITY wish to enter into this MOU to set forth and memorialize the understanding of the rights and duties of each party hereto.

**NOW, THEREFORE**, in consideration of these premises the Parties agree as follows:

1. **SCOPE.** The CITY will conduct work as outlined in the scope of work as agreed upon both parties and related to grant objectives pursuant to the contract between GHHI and HUD'S Office of Lead Hazard Control and Healthy Homes ("OLHCHH") attached hereto as Exhibit A and the budget attached as Exhibit B. Said scope of work is attached hereto as Exhibit C and incorporated by reference. The City shall receive reimbursement upon approval of activities within said scope of work. The City will submit reimbursement request quarterly as applicable as described in the Statement of Work.
2. **TERM.** The term of this MOU shall begin upon the date of execution and continue until the Project is complete but no later than December 31, 2025. This MOU shall become effective upon the signature of both Parties.
3. **TERMINATION.** This MOU may be terminated by either party, with or without cause, by giving thirty (30) days' written notice to the other before the effective date of termination. In the event of termination, the CITY shall be entitled to receive compensation from the GHHI for all costs or expenses incurred by the CITY for these projects, including but not limited to services rendered or work performed, as of the termination date.
4. **NO INDEMNIFICATION.** The parties recognize that each party is a governmental entity as defined by Tennessee Code Annotated Section 29-20-101 et. seq. and is responsible for negligent acts and/or omissions of its agents or employees. The parties agree that neither party shall be responsible for personal injury or property damage or other loss suffered by any person or entity except that resulting from its own negligence, and nothing in this MOU shall be construed as creating an obligation to indemnify the other party against that party's own negligence. The foregoing notwithstanding, it is the intent of the parties hereto that neither party, by virtue of entering into this MOU, assume liabilities that are greater than those set forth in the Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., or an amount of liability greater than set forth in T.C.A. Section 29-20-101, et seq.
5. **COMPLIANCE WITH FEDERAL LAW.** All parties hereto hereby agree, warrant, and assure compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. Upon request, the requested party shall show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

6. **ENTIRE AGREEMENT; MODIFICATION.** This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations or MOUs, whether oral or written. This MOU may be modified or amended only by written instrument signed by both parties.

7. **SEVERABILITY.** If any provision of this MOU is held to be unlawful, invalid or unenforceable for any reason, such provision shall be fully severable; and this MOU shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this MOU shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this MOU a legal, valid, and enforceable provision as similar in terms to such unlawful, invalid, or unenforceable provision as possible.

8. **WAIVER.** No waiver of any term, condition, default, or breach of this MOU, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this MOU or of such document. No delay or failure to enforce any provision in this MOU or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this MOU or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

9. **NOTICES.** Any notices required or permitted to be given under the provisions of this MOU shall be effective only if in writing and delivered either in person to the authorized agent or by First Class or U.S. Mail, return receipt requested, to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided. Notices shall be deemed received (i) if by hand delivery, on date of delivery with a signed receipt; (ii) if U.S. Mail, on date of receipt appearing on the return receipt card; (iii) if by overnight courier, on date receipt is confirmed by such courier service.

<b>CITY:</b> City of Memphis Housing & Community Development 170 N. Main Street, 4 <sup>th</sup> Floor Memphis, TN 38103 Attn: Ashley Cash Email: <a href="mailto:chad.bowman@memphistn.gov">chad.bowman@memphistn.gov</a>  With copy, if requested, To: Chief Legal Officer/City Attorney 125 N. Main Street, Room 336 Memphis, TN 38103	<b>GHHI:</b> Ruth Ann Norton, President and CEO Green Healthy Homes Initiative, Inc. 2714 Hudson Street Baltimore, MD 21224 Attn: Ruth Ann Norton Email: <a href="mailto:ranorton@ghhi.org">ranorton@ghhi.org</a> , cc: <a href="mailto:cklinger@ghhi.org">cklinger@ghhi.org</a>
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10. **COMPLIANCE WITH APPLICABLE LAWS.** Both parties shall comply with all applicable federal, state and local laws in the performance of its duties and obligations herein. For all purchases herein, the County shall comply with its purchasing policies and procedures.

11. **REPRESENTATIONS.** Nothing in this MOU shall be deemed to represent that either party, or any of its employees or agents, are the agents, representatives, or employees of the other party. Each party shall be an independent service provider over the details and means for performing the services under this MOU. Anything in this MOU which may appear to give either party the right to direct the other party as

to the details of the performance of the services under this MOU or to exercise a measure of control over the other party is solely for purposes of compliance with local, state and federal regulations and means that the party will follow the desires of the other party only as to the intended results of the scope of this MOU.

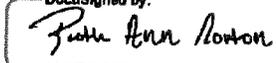
12. **GOVERNING LAW.** This MOU will be construed in accordance with the laws of Tennessee and any litigation will be brought in the courts of Tennessee.

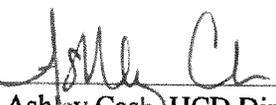
**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding to become effective as of the date first written above.

**CITY OF MEMPHIS**

**GREEN & HEALTHY HOMES INITIATIVE, INC.**

By: \_\_\_\_\_  
Jim Strickland, Mayor Date:

DocuSigned by:  
  
By: \_\_\_\_\_  
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Ruth Ann Norton, President/CEO Date:

By:  \_\_\_\_\_  
Ashley Cash, HCD Director Date: 10.10.22

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney/Chief Legal Officer Date:

**ATTEST:**

By: \_\_\_\_\_  
Comptroller Date:

**EXHIBIT B**

**BUDGET**

**City of Memphis Division of Housing and Community Development**

**3-YEAR SALARIES AND BENEFITS**

<b>POSITION</b>	<b>SALARY</b>	<b>BENEFITS</b>	<b>TOTAL</b>
WAP Director	\$39,525.00	\$8,300.00	\$47,825.00
WAP Analyst (Vacant)	\$68,850.00	\$28,917.00	\$97,767.00
WAP Sr. Analyst	\$28,687.50	\$6,024.00	\$34,711.50
WAP Auditor	\$31,250.00	\$6,563.00	\$37,813.00
Real Estate Dev. Admin.	\$13,629.00	\$2,862.00	\$16,491.00
<b>TOTAL</b>			<b>\$234,607.50</b>

## EXHIBIT C

### SCOPE OF SERVICES

#### City of Memphis Division of Housing and Community Development

#### 3- YEAR SCOPE OF SERVICES

**Weatherization Assistance Program Director, (0.2 FTE):** The program will require the time of 0.2 FTE of the Weatherization Assistance Program Manager for unit production support.

- Approve the sequence of scopes of work for each unit and approve funding/resource braiding plans on a per-unit basis,
- Engage in monthly meetings with program staff to resolve specific unit production challenges and barriers and support systematic coordination of service delivery.
- Time will be devoted to unit production activities under this grant.

**Lead Program Manager (0.2 FTE-in kind):** The program will require 0.2 FTE of time, provided as an in-kind match to the grant, in order to provide direct support for unit production, in coordination with the Lead Program and the sub-grantee, GHHI.

- Approve the sequence of scopes of work for each unit and approve funding/resource braiding plans on a per-unit basis.
- Engage in monthly meetings with Program staff to resolve specific unit production challenges and barriers and support systematic coordination of service delivery, supervise staff and oversee and participate in grant reporting and other administrative tasks.

**Real Estate Development Administrator (0.1 FTE):** The program will require 0.1 FTE, about which all of the time will be devoted exclusively to Sr. administrative tasks.

- Administrative tasks, including executive leadership and the City's legislative body to address issues or obstacles that may arise as it relates to grant implementation, and support for client or customer service issues related to the WAP and Lead Programs.

**Weatherization Assistance Program Analyst, VACANT (1.0 FTE):** The program will require the time of 1.0 FTE of the WAP Analyst, to be hired.

- Analyst will be responsible for direct support for unit production, including working to schedule pre- and post-audits and ensuring that each contractor satisfactorily completes the job to the DOE WAP standards before payment is issued.
- Devote time to direct unit production, including client intake, scheduling audits, contractor, and client follow-up,

- Time devoted to administrative tasks, including programmatic report preparation, uploading all necessary documents including permits and analyses to the WAPEZ software system and maintaining certification documents for contractors in the WAPEZ system and tracking contractor spending and payments.

**Weatherization Assistance Program Analyst (.2 FTE):** The program will require the time of .2 FTE of the WAP Analyst.

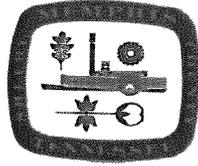
- Responsible for direct support for unit production, including working to schedule pre- and post-audits and ensuring that each contractor satisfactorily completes the job to the DOE WAP standards before payment is issued.

**Division of Housing and Community Development Inspector (0.25 FTE In Kind):** The program will require an inspector to provide in-kind as a match to the grant, in order to complete

- Quality Control/Quality Assurance inspections in units receiving coordinated lead, healthy homes and energy interventions. Inspector will periodically inspect properties during the work period, and provide support for lead clearance prior to re-occupancy.

**Energy Auditor (0.2 FTE):** The program will require 0.2 FTE of a pre-post energy auditor's time.

- Perform energy audits, to determine the work orders and complete post-energy audits to ensure that the contractors are installing the energy efficiency measures and retrofits to the Standard Work Specification (SWS) set forth in the TN SWS Guide from the Department of Energy.
- GHHI will also cross train and certify the auditor to perform Lead inspections



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

Resolution providing grant funds from the City of Memphis Public Works Division to the Clean Memphis; funding in the amount of \$75,000.00 for clean water initiatives to be performed in various City of Memphis drainage basins.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Public Works

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This is a new resolution.

**4. State whether this will impact specific council districts or super districts.**

N/A

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

Requires new contract.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

This requires a budget amendment to allow for the disbursement of grant funds.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A

**Resolution providing grant funds from the City of Memphis Public Works Division to the Clean Memphis; funding in the amount of \$75,000.00 for clean water initiatives to be performed in various City of Memphis drainage basins.**

**WHEREAS**, it is vital to the growth and development of the City of Memphis (“City”) that debris, waste, and other contaminants that affect storm water quality be removed in compliance with the City’s Storm Water National Pollutant Discharge Elimination System (“NPDES”) Permit;

**WHEREAS**, the City of Memphis is committed to storm water quality and in accordance with its Storm Water NPDES Permit, has an obligation to reduce pollutants and waste from negatively impacting streams and other such natural resources within the City of Memphis limits;

**WHEREAS**, Clean Memphis, a grassroots 501 (c) (3) organization founded in 2008 by a group of concerned citizens with the belief that a cleaner City reduces crime, promotes a sense of pride in community, and cultivates economic prosperity, receives funding from private donations and Shelby County to address litter in high profile areas of the city of Memphis and educate the public on the benefits of a cleaner community;

**WHEREAS**, Clean Memphis has proposed to share the cost to maintain a clean water initiative for various drainage basins with the City of Memphis to remove waste and debris that would otherwise enter the storm water system thus, negatively impacting a valuable natural resource;

**WHEREAS**, the City of Memphis Storm Water Program will make available Seventy-five Thousand Dollars (\$75,000) to Clean Memphis on an annual basis for a period of three (3) years to assist in funding such initiative;

**WHEREAS**, Clean Memphis will further utilize these funds to perform public outreach and educate children on the impact pollution has to watersheds and the environment;

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Memphis hereby authorizes the City of Memphis Storm Water Program to provide Clean Memphis funding in the amount of \$75,000 for a period of three (3) years, subject to the availability of funding;

**BE IT FURTHER RESOLVED** that, such funding shall be provided from the Stormwater Program Operating Budget in effect at the time funding is to be made available and that such funding shall be used solely for the purpose of funding storm water quality initiatives; specifically, remediation work to be performed in various City of Memphis drainage basins.

**BE IT FURTHER RESOLVED** that, in the event Clean Memphis fails to use the funding for stormwater quality initiatives as authorized by City, such funding shall be returned to the City Of Memphis.

RESOLUTION TO ALLOW THE URBAN ART COMMISSION TO ACCEPT A  
SCULPTURE FROM THE CHEROKEE HEIGHTS CIVIC CLUB TO BE ADDED TO THE  
CITY'S PUBLIC ART INVENTORY

WHEREAS, the Public Art Oversight Committee is a committee of seven members who have been appointed to provide general oversight of the Percent-for-Art Program, advice on issues that arise in conjunction with the program, and approvals on public art plan recommendations, sites, artists selected, and all design, fabrication, and installation benchmarks; and

WHEREAS, the Public Art Oversight Committee approved the gift from the Cherokee Civic Heights Club at its October meeting; the steel sculpture designed by Lawrence Matthews and Ahmad, fabricated by Lorenzo Scruggs (all local artists), and funded through the inaugural Neighborhood Art Initiative (NAI) by the Assisi Foundation; the Cherokee Heights Civic Club was selected in the first round of NAI projects to collaborate with UAC and determined that neighborhood signage was a priority for their community; and

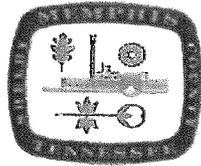
WHEREAS, it is the intent of the Urban Art Commission for this donation to take place to ensure that the sign can be installed at the neighborhood library branch, which is at a significant entry point to the neighborhood; gifting the sign to the City of Memphis will allow the Urban Art Commission to use the preferred location and ensure future maintenance of the sculpture; and

WHEREAS, the Urban Art Commission now requires approval from the Council to accept the sculpture gifted by the Cherokee Heights Civic Club and to allow it to add the sculpture to the City of Memphis's public art inventory.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby approves the acceptance of the sculpture by the Urban Art Commission to be added to the City's public art inventory.

Sponsor:

Martavius Jones



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This item is a resolution to appropriate FY23 CIP funds for Memphis Innovation Corridor for a new Bus Rapid Transit (BRT) line connecting downtown with the University of Memphis for the Memphis Area Transit Authority (MATA).

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

MATA initiated the request for the City Council to appropriate \$5,000,000 in FY23 CIP funds under GA03028 Memphis Innovation Corridor.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This is not a change to an existing ordinance or resolution.

**4. State whether this will impact specific council districts or super districts.**

This project will require MATA to solicit bids and award contracts for the Memphis Innovation Corridor BRT in accordance with its Procurement Manual.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

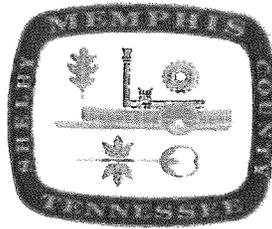
No new contract or budget amendments are required.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

Yes, this item requires an expenditure of funds in the amount of \$5,000,000

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A



**A RESOLUTION TO APPROPRIATE FY23 CIP FUNDS FOR MEMPHIS INNOVATION  
CORRIDOR BUS RAPID TRANSIT (BRT) PROJECT FOR THE MEMPHIS AREA  
TRANSIT AUTHORITY**

**WHEREAS**, The Council of the City of Memphis did approve Memphis Innovation Corridor Bus Rapid Transit (BRT) project, Project Number GA03028, as part of The Memphis Area Transit Authority (MATA) FY23 Capital Improvement Program (CIP) budget; and

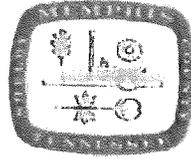
**WHEREAS**, FTA requires that MATA show that the Local funds are available for the project in order to receive the BUILD grant; and

**WHEREAS**, The Council of the City of Memphis did approve Memphis Innovation Corridor BRT, Project Number GA03028, as part of MATA's FY23 Capital Improvement Program (CIP) budget; and

**WHEREAS**, It is necessary to appropriate \$ 5,000,000 funded by G.O Bonds – General, CIP Project Number GA03028 – Memphis Innovation Corridor BRT for Engineering and Architectural services associated with a new BRT line connecting downtown with the University of Memphis.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS** that there be and is hereby appropriated the sum of \$ 5,000,000 funded by G.O Bonds – General chargeable to the Fiscal Year 2023 Capital Improvement Budget and credited as follows:

Project Title:	Memphis Innovation Corridor BRT
Project Number:	GA03028
Amount:	\$ 5,000,000



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This item is a resolution to appropriate FY23 CIP funds for the Transit Vision Project for the Memphis Area Transit Authority (MATA).

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

MATA initiated the request the City Council to appropriate \$1,000,000 in FY23 CIP funds under GA03029.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This not a change to an existing ordinance or resolution

**4. State whether this will impact specific council districts or super districts.**

This project will impact council districts and super districts.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

This project will require MATA to solicit bids and award contracts for the Transit Vision Projects in accordance with its Procurement Manual.

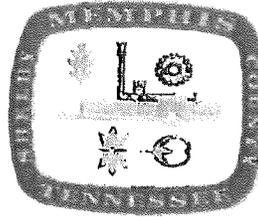
**6. State whether this requires an expenditure of funds/requires a budget amendment**

Yes, this item requires an expenditure of funds in the amount of \$1,000,000; however, no budget amendments are required.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A

City Council Resolution Template – 8-28-12



**A RESOLUTION TO APPROPRIATE FY23 CIP FUNDS FOR TRANSIT VISION PROJECT  
FOR THE MEMPHIS AREA TRANSIT AUTHORITY**

**WHEREAS**, The Council of the City of Memphis did approve Transit Vision project, Project Number GA03029, as part of The Memphis Area Transit Authority (MATA) FY23 Capital Improvement Program (CIP) budget; and

**WHEREAS**, FTA requires that MATA show that the Local funds are available for the project in order to receive the BUILD grant; and

**WHEREAS**, The Council of the City of Memphis did approve Transit Vision project, Project Number GA03029, as part of MATA's FY23 Capital Improvement Program (CIP) budget; and

**WHEREAS**, It is necessary to appropriate \$ 1,000,000 funded by G.O Bonds – General, CIP Project Number GA03029 – Transit Vision project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS** that there be and is hereby appropriated the sum of \$ 1,000,000 funded by G.O Bonds – General chargeable to the Fiscal Year 2023 Capital Improvement Budget and credited as follows:

Project Title:	Transit Vision project
Project Number:	GA03029
Amount:	\$ 1,000,000

**RESOLUTION REQUESTING THE DIRECTOR OF HUMAN RESOURCES OFFER A TRAUMA-INFORMED CARE (TIC) TRAINING COURSE FOR ALL CITIZEN FACING EMPLOYEES OF THE CITY OF MEMPHIS**

**WHEREAS**, The City of Memphis has been experiencing increasing incidents of violence, disrespect for legal authority, and moral decay by juveniles and adults for more than a decade; and

**WHEREAS**, an article in the *International Journal of Mental Health Nursing* reports social isolation brought on by the COVID-19 pandemic “exacerbates personal and collective vulnerabilities while limiting accessible and familiar support options”; and the city employees are not immune to violence or its burdensome after-effects, including trauma; and

**WHEREAS**, this body finds it essential City employees partake in an annual trauma-informed training course. Trauma-informed describes an approach recognizing the pervasiveness and impact of trauma on survivors, staff, organizations, and communities, and ensures this understanding is incorporated into every aspect of an organization’s administration, culture, environment, and service delivery. A trauma-informed organization actively works to decrease traumatization and support resilience, healing, and well-being. Additionally, trauma-informed organizations recognize ongoing and historical experiences of discrimination and oppression, and are committed to changing the conditions contributing to the existence of abuse and violence in people’s lives; and

**WHEREAS**, a trauma-informed approach involves providing access to a range of healing modalities and practices, and creating community partnerships to ensure survivors and their children have access to trauma, mental health, and substance use services. Trauma informed organizations support survivors to feel more connected and empowered as they prepare for situations that are potentially retraumatizing. A trauma-informed approach fosters an awareness of what we, as service providers, bring to our interactions, including our own experiences of trauma as well as the ways we are affected when we are truly open to the experiences of other people; and

**WHEREAS**, this body requests the Director of Human Resources offers City employees a Trauma-Informed training course which would put the City in the position of providing increased access to behavioral and mental health services, effective community collaboration, an increased feeling of physical, social, and emotional safety among employees, and positive and culturally responsive policies and practices that increase workplace connectedness; and

**NOW THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS**, this body requests the administration to include in the FY24 Operating Budget \$200,000.00 for the Human Resources Department of the City of Memphis to implement and complete Trauma-Informed Care (TIC) Training for all citizen-facing employees of the City of Memphis.

**Sponsored by:**  
Councilwoman Easter-Thomas, **District 7**  
Councilwoman Logan, **District 1**

**ATTEST:**

Comptroller, Memphis City Council